

**CITY OF RICHFIELD, MINNESOTA**

**TUESDAY, JUNE 10, 2014**

**RICHFIELD MUNICIPAL CENTER  
6700 PORTLAND AVENUE**

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**SPECIAL CITY COUNCIL MEETING**

**BABCOCK ROOM**

**6:15 P.M.**

**AGENDA**

Call to order

1. Interviews of persons interested in serving on the Planning Commission  
(Council Memo No. 56)

Notes: \_\_\_\_\_

\_\_\_\_\_

Adjournment

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**REGULAR CITY COUNCIL MEETING**

**COUNCIL CHAMBERS**

**7:00 P.M.**

**AGENDA**

**INTRODUCTORY PROCEEDINGS**

Call to order

Open forum (15 minutes maximum)

*Each speaker is to keep their comment period to three minutes to allow sufficient time for others. Comments are to be an opportunity to address the Council on items not on the agenda. Individuals who wish to address the Council must have registered prior to the meeting.*

Notes: \_\_\_\_\_

\_\_\_\_\_

Pledge of Allegiance

Approval of the minutes of the Regular City Council Meeting of May 27, 2014

**PRESENTATIONS**

1. Presentation of the Gene and Mary Jacobsen Outstanding Citizen of the Year Award to  
Susie Luttenegger (Council Memo No. 58)
2. Annual meeting with the Human Rights Commission

### COUNCIL DISCUSSION

3. Council discussion
  - City Council Meeting schedule
    - ✓ Cancel or reschedule the August 12, 2014 Regular City Council Meeting due to the Primary Election
    - ✓ Schedule a Special City Council Meeting to discuss the 2014 Revised/2015 Proposed Budget
  - Hats Off to Hometown Hits

Notes: \_\_\_\_\_  
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### AGENDA APPROVAL

4. Council approval of the agenda
5. **Consent Calendar contains several separate items, which are acted upon by the City Council in one motion. Once the Consent Calendar has been approved, the individual items and recommended actions have also been approved. No further Council action on these items is necessary. However, any Council Member may request that an item be removed from the Consent Calendar and placed on the regular agenda for Council discussion and action. All items listed on the Consent Calendar are recommended for approval.**
  - A. Consideration of the approval of a resolution authorizing the acceptance of a \$200 grant from O'Reilly Auto Parts to the Richfield Fire Department S.R. No. 100
  - B. Consideration of the approval of a resolution authorizing the acceptance of a \$5,774 grant from the U.S. Department of Agriculture to the Richfield Recreation Services Department to administer the funds in accordance with the grant agreement to operate the Supplemental Nutrition Assistance Program at the Richfield Farmers Market S.R. No. 101
  - C. Consideration of the approval of resolutions establishing an absentee ballot counting board, authorizing the use of the ES&S Central Counter Model DS850 for the tabulation of all absentee ballots, and appointing election judges for the August 12, 2014 Primary Election and the November 4, 2014 General Election S.R. No. 102
  - D. Consideration of the approval of a lease agreement with Verizon Wireless to construct a monopole antenna tower on City property at the Central Maintenance Facility S.R. No. 103
  - E. Consideration of the approval of Change Order No. 1 in the amount of \$103,265.64 to Northwest Asphalt, Inc. for the North Richfield Parkway Project S.R. No. 104

Notes: \_\_\_\_\_  
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6. Consideration of item(s), if any, removed from Consent Calendar

Notes: \_\_\_\_\_  
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### OTHER BUSINESS

7. Consideration of the:
  - Acceptance of the bid minutes/tabulation and award of contract to Belair Builders, Inc. in the amount of \$915,947 for the Taft Lake/Legion Lake Watershed Quality Improvement Project;

- Authorization for the City Manager to approve contract changes up to \$100,000 without further City Council authorization; and
- Approval of Change Order No. 1 in the amount of \$115,220 to eliminate the irrigation system near Legion Lake to reduce the total contract amount to \$800,727

Staff Report No. 105

Notes: \_\_\_\_\_  
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8. Consideration of the Kimley-Horn and Associates, Inc. work proposal for the final design and coordination services for the Portland Avenue Reconstruction project between 67<sup>th</sup> and 77<sup>th</sup> Street at a cost not to exceed \$383,950

Staff Report No. 106

Notes: \_\_\_\_\_  
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9. Consideration of the formation of an advisory workgroup, as recommended by the Community Services Commission, to assist in the creation of Visual Quality Guidelines for use in the design of the County Road Reconstruction Projects

Staff Report No. 107

Notes: \_\_\_\_\_  
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10. Consideration of an appointment to the Planning Commission

Staff Report No. 108

Notes: \_\_\_\_\_  
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**CITY MANAGER'S REPORT**

11. City Manager's Report

Notes: \_\_\_\_\_  
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12. Claims and payrolls

Open forum (additional 15 minutes if more time needed after first Open Forum and by majority vote of the City Council)

***Each speaker is to keep their comment period to three minutes to allow sufficient time for others. Comments are to be an opportunity to address the Council on items not on the agenda. Individuals who wish to address the Council must have registered prior to the meeting.***

Notes: \_\_\_\_\_  
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### 13. Adjournment

**Auxiliary aids for individuals with disabilities are available upon request. Requests must be made at least 96 hours in advance to the City Clerk at 612-861-9738.**

**CITY OF RICHFIELD, MINNESOTA**  
Office of City Manager

June 6, 2014

Council Memorandum No. 56

The Honorable Mayor  
and  
Members of the City Council  
City of Richfield

Subject: Advisory Commission Interviews – Planning Commission  
(Agenda Item No. 1)

Council Members:

There was a recent resignation from the Planning Commission resulting in one vacancy with the term to expire on January 31, 2105. A recruitment was conducted to receive applications. The deadline for submitting applications was May 30, 2014.

The applications received to date have been provided to the City Council..

The City Council is scheduled to interview the applicants on Tuesday, June 10, 2014 beginning at 6:15 p.m. in the Babcock Room.

Approval of the appointment is scheduled for the June 10, 2014 Regular City Council meeting.

Please contact me if you have any questions.

Respectfully submitted,



Steven L. Devich  
City Manager

SLD:cak  
Attachment  
E-mail: Department Directors  
Assistant City Manager

**Tuesday, June 10, 2014**  
**Babcock Room**

6:15 p.m.

6:20 Frank Jaskulke

6:25 Ameila Vandarious

6:30 Robert Hall

6:35 Linda Vigen (telephone interview - call her cell phone)

6:40 Dan Edgerton

6:45 Alison Groebner

6:50 Andy Kahn

6:55

7:00 Regular City Council Meeting

**COMMISSION VACANCY**

Term Expires

**PLANNING COMMISSION**

\_\_\_\_\_  
January 31, 2015

(over)

# ADDITIONAL COMMISSION VACANCIES

## ARTS COMMISSION

_____	January 31, 2017
_____	January 31, 2017
_____	January 31, 2017
_____	January 31, 2016
_____	January 31, 2015
_____	January 31, 2015

## COMMUNITY SERVICES COMMISSION

_____	January 31, 2016
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## FRIENDSHIP CITY COMMISSION

_____	January 31, 2017
_____	January 31, 2015
_____	January 31, 2015
_____	January 31, 2015

## HUMAN RIGHTS COMMISSION

_____	January 31, 2017
_____	January 31, 2015



# CITY COUNCIL MEETING MINUTES Richfield, Minnesota

## Regular Meeting

**May 27, 2014**

### CALL TO ORDER

The meeting was called to order by Mayor Goettel at 7:00 p.m.

*Members Present:* Debbie Goettel, Mayor; Sue Sandahl; Pat Elliott; Edwina Garcia; and Tom Fitzhenry.

*Staff Present:* Steven L. Devich, City Manager; John Stark, Community Development Director; Mike Eastling, Public Works Director; Jim Topitzhofer, Recreation Services Director; Chris Regis, Finance Manager; Chris Link, Operations Superintendent; Mary Tietjen, City Attorney; and Cheryl Krumholz, Executive Coordinator.

### OPEN FORUM

None.

### PLEDGE OF ALLEGIANCE

Mayor Goettel led the audience in the Pledge of Allegiance.

### APPROVAL OF MINUTES

M/Fitzhenry, S/Sandahl to approve the minutes of the (1) Special City Council Worksession of May 13, 2014; and (2) Regular City Council Meeting of May 13, 2014.

Motion carried 5-0.

#### Item #1

**PRESENTATION AND RECEIPT OF THE CITY OF RICHFIELD  
COMPREHENSIVE ANNUAL FINANCIAL REPORT FOR THE FISCAL YEAR  
ENDED DECEMBER 31, 2013 (COUNCIL MEMO NO. 54) S.R. NO. 94**

Matthew Mayer, representative of the City's audit firm KDV, made a presentation on the 2013 Audit and 2013 Comprehensive Annual Financial Report.

M/Fitzhenry, S/Goettel to approve receipt of the City of Richfield Comprehensive Annual Financial Report for fiscal year ended December 31, 2013.



Motion carried 5-0.

<b>Item #2</b>	<b>PRESENTATION REGARDING NATIONAL PUBLIC WORKS WEEK</b>
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Operations Superintendent Link discussed 'Building for Today, Planning for Tomorrow'.

Mr. Link acknowledged the *What Public Works Mean to You* poster winners from Sheridan Hills Elementary, Grade 5: Annika Rudolph, Binta Komma and Anthonia Caston who was present to accept the award.

<b>Item #3</b>	<b>COUNCIL DISCUSSION</b> <ul style="list-style-type: none"><li>• Hats Off to Hometown Hits</li></ul>
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Council Member Sandahl reported on the Arts Commission's Richfield Photo Contest, Wednesday Farmers Market at Lyndale Gardens, and the Tuesday and Thursday concert series at Augsburg Park.

Council Member Fitzhenry reported on a recent Public Safety sponsored training regarding the de-escalation of situations involving veterans.

Council Member Fitzhenry acknowledged the retirements of Public Safety Director Todd Sandell, Police Detective Pat Moriarty and Police Sergeant Dave Kromschoeder.

Mayor Goettel spoke about the success of the Memorial Day event at Veterans Park.

Mayor Goettel requested that the City Manager provide dates for the budget discussion.

<b>Item #4</b>	<b>COUNCIL APPROVAL OF AGENDA</b>
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M/Sandahl, S/Fitzhenry to approve the agenda.

Motion carried 5-0.

<b>Item #5</b>	<b>CONSENT CALENDAR</b>
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- A. Consideration of the approval of a resolution authorizing the Richfield HRA to reduce the original tax capacity of the City Bella Redevelopment Tax Increment District due to Homestead Market Value Exclusion S.R. No. 95

RESOLUTION NO. 10934

RESOLUTION AUTHORIZING RICHFIELD HRA TO ELECT TO REDUCE ORIGINAL TAX CAPACITY OF CITY BELLA REDEVELOPMENT TAX INCREMENT DISTRICT DUE TO HOMESTEAD MARKET VALUE EXCLUSION

This resolution appears as Resolution No. 10934.

- B. Consideration of approval of a resolution modifying the Health Care Savings Plan for eligible LEELS Local #162 employees S.R. No. 96

## RESOLUTION NO. 10935

RESOLUTION AUTHORIZING THE ESTABLISHMENT OF A POST EMPLOYMENT  
HEALTH CARE SAVINGS PLAN FOR LELS LOCAL #162 EMPLOYEES

This resolution appears as Resolution No. 10935.

- C. Consideration of the approval of an agreement between Hennepin County and the City of Richfield for funding a rain garden for Wood Lake Nature Center S.R. No. 97

M/Goettel, S/Elliott to approve the Consent Calendar.

Motion carried 5-0.

Item #6	CONSIDERATION OF ITEMS, IF ANY, REMOVED FROM THE CONSENT CALENDAR
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None.

Item #7	CONSIDERATION OF A SECOND READING OF AN ORDINANCE THAT WILL REMOVE/CORRECT OUTDATED TERMINOLOGY; CLARIFY A NUMBER OF DEFINITIONS; ALLOW HOME OCCUPATIONS TO OPERATE WITHIN GARAGES AND ACCESSORY STRUCTURES; CORRECT AND ADD REFERENCES; ADD PARKING REQUIREMENTS FOR TWO-FAMILY AND CLUSTER HOUSING DEVELOPMENTS; REVISE SETBACKS FROM TWO- FAMILY RESIDENTIAL (MR-1) PROPERTIES; AND CLARIFY SCREENING AND TEMPORARY BANNER REQUIREMENTS AND A RESOLUTION AUTHORIZING SUMMARY PUBLICATION OF THE ORDINANCE S.R. NO. 98
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Council Member Garcia presented Staff Report No. 98.

M/Garcia, S/Sandahl that this constitutes the second reading of Bill No. 2014-4 that will remove/correct outdated terminology; clarify a number of definitions; allow home occupations to operate within garages and accessory structures; correct and add references; add parking requirements for two-family and cluster housing developments; revise setbacks from Two-Family Residential (MR-1) properties; and clarify screening and temporary banner requirements, that it be published in the official newspaper, and that it be made part of these minutes, and that the following resolution be adopted and that it be made part of these minutes:

## RESOLUTION NO. 10936

RESOLUTION APPROVING SUMMARY PUBLICATION OF AN ORDINANCE  
AMENDING APPENDIX B (ZONING) OF THE RICHFIELD CITY CODE

Motion carried 5-0. This resolution appears as Resolution No. 10936.

Item #8	CONSIDERATION OF A RESOLUTION SUPPORTING THE METRO ORANGE LINE BUS RAPID TRANSIT PROJECT AND THE PROPOSED KNOX AVENUE ALIGNMENT WITHIN RICHFIELD S.R. NO. 99
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Council Member Sandahl presented Staff Report No. 99.

Council Member Sandahl suggested two revisions to the resolutions. The first change was regarding word selection in paragraph four. The second change was to add a new paragraph to read "Whereas, the City of Richfield has identified the implementation of the Orange Line Transit Way as a legislative priority."

The City Council supported the suggested revisions.

Public Works Director Eastling stated the transit way on Knox Avenue may be a future Worksession discussion item.

M/Sandahl, S/Garcia that the following resolution be adopted and that it be made part of these minutes, as amended:

RESOLUTION NO. 10937

RESOLUTION OF SUPPORT FOR THE METRO ORANGE LINE BUS RAPID TRANSIT  
PROJECT AND KNOX AVENUE ALIGNMENT

Motion carried 5-0, as amended. This resolution appears as Resolution No. 10937.

Item #9	<b>CONSIDERATION OF A RESOLUTION ACCEPTING AGREEMENT NO. 05795 BETWEEN THE MINNESOTA DEPARTMENT OF TRANSPORTATION AND THE CITY OF RICHFIELD FOR ADDITIONAL RIGHT-OF-WAY FUNDS FOR THE LYNDALE AVENUE BRIDGE S.R. 100</b>
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Mayor Goettel presented Staff Report No. 100.

M/Goettel, S/Sandahl that the following resolution be adopted and that it be made part of these minutes:

RESOLUTION NO. 10938

RESOLUTION AUTHORIZING ACCEPTANCE OF STATE OF MINNESOTA AGENCY  
AGREEMENT NO. 05795 BETWEEN THE MINNESOTA DEPARTMENT OF  
TRANSPARATION AND THE CITY OF RICHFIELD FOR FEDERAL  
PARTICIPATION IN RIGHT OF WAY ACQUISITION

Motion carried 5-0. This resolution appears as Resolution No. 10938.

Item #10	<b>CITY MANAGER'S REPORT</b>
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City Manager Devich reported on the following:

- Significantly increased passport revenue in the Deputy Registrar office.
- Successful Craft Beerfest at the Lyndale Liquor Store.
- Update on the 77<sup>th</sup> Street Underpass project bonding.

Item #11	<b>CLAIMS AND PAYROLLS</b>
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M/Garcia, S/Sandahl that the following claims and payrolls be approved:

<b>U.S. Bank</b>		<b>05/27/14</b>
A/P Checks: 231181-231642	\$	960,161.64
Payroll: 101439-101764	\$	579,709.33
TOTAL	\$	1,539,870.97

Motion carried 5-0.

**OPEN FORUM**

None.

**ADJOURNMENT**

The City Council meeting was adjourned by unanimous consent at 7:59 p.m.

Date Approved: June 10, 2014

\_\_\_\_\_  
Debbie Goettel  
Mayor

\_\_\_\_\_  
Cheryl Krumholz  
Executive Coordinator

\_\_\_\_\_  
Steven L. Devich  
City Manager

**CITY OF RICHFIELD, MINNESOTA**  
Office of City Manager

June 5, 2014

Council Memorandum No. 58

The Honorable Mayor  
and  
Members of the City Council

Subject: Gene & Mary Jacobsen Citizen of the Year for 2014 Presentation  
(Agenda Item No. 1)

Council Members:

The Richfield Human Rights Commission has selected a Citizen of the Year award recipient since 1971. The award is given to a family, group, organization, business or individual who lives or works in Richfield and whose actions demonstrate an awareness and commitment to the attitudes and practices that foster human understanding, tolerance and the spirit of human relations.

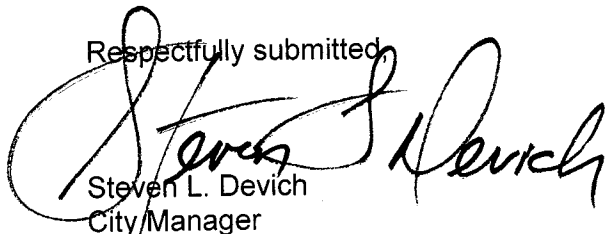
The Human Rights Commission has voted to present the 2014 Gene and Mary Jacobsen Outstanding Citizen award to Susie Luttenegger.

Susie has taught aerobics and water aerobics to Richfield residents for over 27 years. Class participants are made up of a variety of age groups. Her desire to help keep the seniors of Richfield well and fit led her to seek certification for the Silver Sneakers program. This program provides for affordable fitness programs for senior citizens. She also ensures the physical well-being of her senior neighbors by taking her neighbors by making sure they have transportation to their doctor's appointments and helping install air conditioning in the summer.

Susie's concern for the members of her community encompasses the youth of Richfield as well. She is a leading fundraiser for the boy's and girls' soccer, tennis and football teams. She has received the Apple Award for her volunteer work at Richfield Middle School. She also received the Community Caring Award after being nominated by a Richfield High School student. Staffs at both of the schools know they can count on her when they need help.

The 2014 Gene & Mary Jacobsen Outstanding Citizen Award will be presented to Susie Luttenegger at the Council meeting on June 10, 2014. A 6:30 p.m. reception will be held in the Heredia Room at City Hall prior to the award presentation.

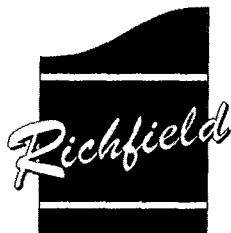
Respectfully submitted,



Steven L. Devich  
City Manager

SD/JH:kaa

Email: Department Directors  
Assistant City Manager



AGENDA SECTION: CONSENT  
AGENDA ITEM # 5A  
REPORT # 100

# STAFF REPORT

## CITY COUNCIL MEETING

### JUNE 10, 2014

REPORT PREPARED BY:

WAYNE KEWITSCH, FIRE CHIEF

DEPARTMENT DIRECTOR REVIEW:



NAME, TITLE  
*Wayne Kewitsch*  
SIGNATURE

OTHER DEPARTMENT REVIEW:



N/A

REVIEWED BY CITY MANAGER:



SIGNATURE  
*Steven J. Leitch*

#### ITEM FOR COUNCIL CONSIDERATION:

Consideration of a resolution authorizing acceptance of a grant received by the Richfield Fire Department from O'Reilly Auto Parts and to authorize deposit of the grant in the General Fund to be utilized by the Fire Department.

#### I. RECOMMENDED ACTION:

**By Motion: Approve resolution authorizing acceptance of a grant to the Fire Department from O'Reilly Auto Parts and deposit funds in the General Fund to be utilized by the Fire Department.**

#### II. EXECUTIVE SUMMARY

O'Reilly Auto Parts recently opened a new retail store in Richfield, and as part of the grand opening, made a charitable donation of \$200.00 to the Richfield Fire Department. Donations received by the City require acceptance via a resolution acted upon by the City Council. The funds will be used by the Fire Department to purchase equipment.

#### III. BASIS OF RECOMMENDATION

##### A. BACKGROUND

- O'Reilly Auto Parts made a donation of \$200.00 to the Richfield Fire Department at their grand opening ceremonies held on Friday, March 28, 2014.
- The funds were donated without terms and restrictions.
- The Fire Department will utilize the funds to purchase firefighting equipment.

#### B. POLICY

- City policy requires that all grants to the City to be accepted by a Council resolution.
- Minnesota Statute §465.03 requires that the resolution receive at least a two-thirds majority.

#### C. CRITICAL TIMING ISSUES

- None

#### D. FINANCIAL

- Grant funds are unrestricted and may be used by the Fire Department at their discretion.
- The funds will be deposited in the General Fund for use by the Fire Department.

#### E. LEGAL

- Minnesota Statute § 465.03 requires that every acceptance of a grant or devise of real or personal property by Council resolution passed by at least a two-thirds majority.

#### F. ENVIRONMENTAL CONSIDERATIONS

- None

#### IV. ALTERNATIVE RECOMMENDATION(S)

- None

#### V. ATTACHMENTS

- Council Resolution

#### VI. PRINCIPAL PARTIES EXPECTED AT MEETING

- None

**RESOLUTION NO.**

**RESOLUTION AUTHORIZING ACCEPTANCE OF A GRANT RECEIVED BY THE CITY  
OF RICHFIELD FIRE DEPARTMENT FROM O'REILLY AUTO PARTS**

**WHEREAS**, the Fire Department, through its Chief, received a check from O'Reilly Auto Parts in the amount of \$200 designated to the Richfield Fire Department; and

**WHEREAS**, O'Reilly Auto Parts has a charitable donation program in which funds are donated to a community charity when a new store is opened in a community; and

**WHEREAS**, Minnesota Statute requires every acceptance of a grant or devise of real or personal property on terms prescribed by the donor be made by resolution of more than two-thirds majority of the City Council; and

**WHEREAS**, the donated funds will be used towards the purchase of equipment for the Richfield Fire Department.

**NOW, THEREFORE, BE IT RESOLVED** that the Fire Chief will accept the donation of \$200 from O'Reilly Auto Parts to be placed in the General fund account and used to purchase equipment for the Richfield Fire Department.

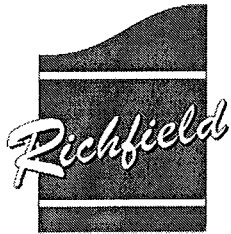
Adopted by the City Council of the City of Richfield, Minnesota this 10th day of June, 2014.

\_\_\_\_\_  
Debbie Goettel, Mayor

ATTEST:

\_\_\_\_\_  
Nancy Gibbs, City Clerk





**STAFF REPORT**  
**CITY COUNCIL MEETING**  
**JUNE 10, 2014**

REPORT PREPARED BY:	JIM TOPITZHOFFER, RECREATION SERVICES DIRECTOR <small>NAME, TITLE</small>
DEPARTMENT DIRECTOR REVIEW:	<input checked="" type="checkbox"/> <u>Jim Topitzhofer</u> <small>SIGNATURE</small>
OTHER DEPARTMENT REVIEW:	<input checked="" type="checkbox"/> N/A <small>SIGNATURE</small>
REVIEWED BY CITY MANAGER:	<input checked="" type="checkbox"/> <u>[Signature]</u> <small>SIGNATURE</small>

**ITEM FOR COUNCIL CONSIDERATION:**

Consideration of a resolution authorizing acceptance of a grant from the U.S. Department of Agriculture in the amount of \$5,774, and authorizing Recreation Services Staff to administer the funds in accordance with grant agreement and terms prescribed by donors to operate the Supplemental Nutrition Assistance Program at the Richfield Farmers Market.

**I. RECOMMENDED ACTION:**

**By Motion: Approve the resolution authorizing acceptance of a grant from the U.S. Department of Agriculture in the amount of \$5,774, and authorizing Recreation Services Staff to administer the funds in accordance with grant agreement and terms prescribed by donors to operate the Supplemental Nutrition Assistance Program at the Richfield Farmers Market.**

**II. EXECUTIVE SUMMARY**

The Richfield Recreation Services Department is receiving a Supplemental Nutrition Assistance Program (SNAP) grant in the amount of \$5,774 to fund the administration of SNAP payments for fresh foods at the Richfield Farmers Market. The SNAP program benefits citizens that receive food stamp assistance through the use of issued debit cards to purchase local fresh and nutritious food at our Market.

The program helps our farmers market to be more accessible to all citizens of Richfield, regardless of economic status.

### III. BASIS OF RECOMMENDATION

#### A. BACKGROUND

- This will be the fourth season that SNAP debit cards have been accepted at the Richfield Farmers Market and the number of card transactions continues to grow (from 143 transactions in 2011 to 719 in 2013).

#### B. POLICY

- Minnesota Statute 465.03 requires acceptance of grants or devise of real or personal property of more two-thirds majority of the City Council.
- The Administrative Services Department issued a memo on November 9, 2004 requiring that all grants and restricted donations to departments be received by resolution and by more than two-thirds majority of the City Council in accordance with Minnesota Statute 465.03.

#### C. CRITICAL TIMING ISSUES

- None

#### D. FINANCIAL

- All of the donations were given without obligation to provide any additional matching funds.

#### E. LEGAL

- Minnesota Statute 465.03 requires every acceptance of a grant or devise of real or personal property of more two-thirds majority of the City Council.

#### F. ENVIRONMENTAL CONSIDERATIONS

- None

### IV. ALTERNATIVE RECOMMENDATION(S)

- None

### V. ATTACHMENTS

- Council resolution
- Grant agreement

### VI. PRINCIPAL PARTIES EXPECTED AT MEETING

- None

**RESOLUTION NO.**

**RESOLUTION AUTHORIZING ACCEPTANCE OF A GRANT FROM THE U.S. DEPARTMENT OF AGRICULTURE IN THE AMOUNT OF \$5,774, AND AUTHORIZING RECREATION SERVICES STAFF TO ADMINISTER THE FUNDS IN ACCORDANCE WITH GRANT AGREEMENT AND TERMS PRESCRIBED BY DONORS, TO OPERATE THE SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM AT THE RICHFIELD FARMERS MARKET**

**WHEREAS**, Minnesota Statute 465.03 reads in part as follows:

Any city, county, school district or town may accept a grant or devise of real or personal property and maintain such property for the benefit of its citizens in accordance with the terms prescribed by the donor. Nothing herein shall authorize such acceptance or use for religious or sectarian purposes. Every acceptance shall be by resolution of the council adopted by two-thirds majority of its members, expressing such terms in full, and

**WHEREAS**, the City of Richfield has received grants and donations as described below:

DATE	DONOR	PURPOSE	AMOUNT
June 2014	US Department of Agriculture	Farmers Market SNAP	\$5,774

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Richfield, Minnesota, as follows:

That the City Council of the City of Richfield hereby accepts the grants and donations as listed above and authorizes the City to administer the funds in accordance with grant agreements and terms prescribed by donors.

Adopted by the City Council of the City of Richfield, Minnesota this 10th day of June, 2014.

\_\_\_\_\_  
Debbie Goettel, Mayor

ATTEST:

\_\_\_\_\_  
Nancy Gibbs, City Clerk

**STATE OF MINNESOTA  
DEPARTMENT OF HUMAN SERVICES GRANT CONTRACT  
BLUE CROSS BLUE SHEILD OF MINNESOTA  
EBT AND MARKET BUCKS INITIATIVE**

THIS GRANT, and amendments and supplements thereto, is between State of Minnesota, acting through its Department of Human Services, Community Partnership Division Office of Economic Opportunity (hereinafter STATE) and **Richfield Recreation Services 7000 Nicollet Ave S Richfield, MN 55423** an independent grantee, not an employee of the State of Minnesota, address (hereinafter GRANTEE), witnesseth that:

**Total Contract Amount:** **\$5,774.00**  
**Grant Contract Number:** **GRK%76976**

**Contract Start Date:** **March 1, 2014**  
**Contract End Date:** **November 30, 2014**

WHEREAS, the STATE, is in need of the following services:, Electronic Benefits Transfer ("EBT") utilization at various Farmers Markets ("Markets") throughout Minnesota through the implementation of new EBT systems at markets that do not already have one, continuation of EBT systems at markets that already have one and by providing a "Market Bucks" incentive ("Market Bucks" or "Incentive"); and

WHEREAS STATE is in need of the following services: assistance for low-income households, and

WHEREAS STATE is permitted to share information with the GRANTEE in accordance with Minnesota Statute, section 13.46, and

WHEREAS, GRANTEE represents that it is duly qualified and willing to perform the services set forth herein,

NOW, THEREFORE, it is agreed:

**I. GRANTEE'S DUTIES.**

- A. The GRANTEE shall perform the specific duties as described in Attachment A, Work Plan, and Attachment C Program Requirments which is incorporated by reference and made a part of this agreement.
- B. The GRANTEE shall comply with any operating procedures, guidelines, and policies issued by the STATE relating to the performance of this Agreement.
- C. The GRANTEE agrees to cooperate in the STATE's monitoring activities and will implement and comply with such remedial action as is proposed by the STATE.

- D. The GRANTEE shall have a management information system which shall be capable of producing auditable reports.

II. **CONSIDERATION AND TERMS OF PAYMENT.**

- A. Consideration for all services performed and goods or materials supplied by GRANTEE pursuant to this grant shall be paid by the STATE as follows:
1. Compensation shall be consistent with the Program Line Item Budget, which is incorporated into and made a part of the contract as Attachment B: Budget.
  2. Reimbursement for travel and subsistence expenses actually and necessarily incurred by GRANTEE'S performance of this grant. In no greater amount than provided in the current Commissioner's Plan (which is incorporated by reference) promulgated by the Commissioner of Minnesota Management and Budget . GRANTEE shall not be reimbursed for travel and subsistence expense incurred outside the State of Minnesota unless it has received prior written approval for such out of state travel from the STATE.
  3. The total obligation of the STATE for all compensation and reimbursements to GRANTEE shall not exceed **Five thousand seven hundred seventy four dollars (\$5,774.00).**
  4. (If applicable.) For compensation payable under this grant contract, which is subject to withholding under state or federal law, appropriate amounts will be deducted and withheld by the State as required.

B. Terms of Payment

1. Payments shall be made by the STATE promptly after GRANTEE'S presentation of invoices for services performed and acceptance of such services by the STATE'S authorized agent pursuant to Clause VII. Invoices shall be submitted in a form prescribed by the STATE and according to the following schedule: each month the GRANTEE shall submit a combined Cash Request/Financial Status Report (CR/FSR) to the STATE to request reimbursement and report expenditures to Enterprise Grant Management System (EGMS).
2. Grantee shall have a system that ensures the timing and amount of cash received is as close as administratively feasible to the actual disbursement of program costs.
3. The GRANTEE shall complete and forward the Authorized to Draw Cash Form to the STATE, with signatures of the individuals authorized to draw cash. A duplicate will be kept on file by the GRANTEE.
4. The GRANTEE agrees to submit a final combined Cash Request/Financial Status Report (CR/FSR) and a payment for the balance of any unspent and unobligated grant funds to the STATE within 30 days of the termination of this Agreement.

Failure to submit a final FSR within this period may result in disallowance of payment for any expenditure not previously submitted.

5. GRANTEE's Data Universal Numbering System (DUNS) number is NA. The Data Universal Numbering System (DUNS) number is the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities.

III. **CONDITIONS OF PAYMENT.** All services provided by GRANTEE pursuant to this grant contract shall be performed to the satisfaction of the STATE, as determined at the sole discretion of its authorized representative, and in accord with all applicable federal, state, and local laws, ordinances, rules and regulations including business registration requirements of the Office of the Secretary of State. GRANTEE shall not receive payment for work found by the STATE to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation.

IV. **PAYMENT RECOUPMENT.** The GRANTEE must reimburse the STATE upon demand or the STATE may deduct from future payments under this grant any amounts paid by the STATE, under this or any previous grant, for which invoices and progress reports have not been received, or for which the GRANTEE'S books, records or other documents are not sufficient to clearly substantiate that those amounts were used by the GRANTEE to perform grant services.

V. **TERMS OF CONTRACT.** This grant shall be effective on March 1, 2014, or upon the date that the final required signature is obtained by the STATE, pursuant to Minnesota Statutes, Section 16C.05, Subd 2, whichever occurs later, and shall remain in effect through November 30, 2014, or until all obligations set forth in this grant contract have been satisfactorily fulfilled, whichever occurs first. GRANTEE understands that NO work should begin under this grant contract until ALL required signatures have been obtained, and GRANTEE is notified to begin work by the STATE's Authorized Representative. The GRANTEE shall have a continuing obligation, after said grant period, to comply with the following provisions of grant clauses: X. Liability; XI. State Audits; XII. Information Privacy and Security; XIII. Intellectual Property Rights; XIV. Publicity; and XXI. Jurisdiction and Venue.

VI. **CANCELLATION.**

**A. For Cause or Convenience.** This grant contract may be canceled by the STATE or GRANTEE at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, GRANTEE shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed. The STATE has the right to suspend or terminate this grant contract immediately when the STATE deems the health or welfare of the service recipients is endangered, when the STATE has reasonable cause to believe that the GRANTEE has breached a material term of the grant contract, or when GRANTEE'S non-compliance with the terms of the grant contract may jeopardize federal financial participation.

**B. Insufficient Funds.** The STATE may immediately terminate this grant contract

if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination will be by written or fax notice to the GRANTEE. The STATE is not obligated to pay for any services that are provided after notice and effective date of termination. However, the GRANTEE will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The STATE will not be assessed any penalty if the grant contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The STATE must provide the GRANTEE notice of the lack of funding within a reasonable time of the STATE's receiving that notice.

**C. Breach.** Notwithstanding clause VI.A., upon STATE's knowledge of a curable material breach of the contract by GRANTEE, STATE shall provide GRANTEE written notice of the breach and ten (10) days to cure the breach. If GRANTEE does not cure the breach within the time allowed, GRANTEE will be in default of this contract and STATE may cancel the contract immediately thereafter. If GRANTEE has breached a material term of this contract and cure is not possible, STATE may immediately terminate this contract.

**VII. AUTHORIZED REPRESENTATIVES AND RESPONSIBLE AUTHORITY.**

**A. State.** The STATE'S authorized representative for the purposes of administration of this grant contract is **Connie Greer** or his/her successor. Such representative shall have final authority for acceptance of GRANTEE'S services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Clause II, paragraph B.

**B. Grantee.** The GRANTEE's Authorized Representative is **Katherine Byers-Ferrian** or his/her successor. If the GRANTEE's Authorized Representative changes at any time during this contract, the GRANTEE must immediately notify the STATE.

**C. Information Privacy and Security.** (If applicable) GRANTEE's responsible authority for the purposes of complying with data privacy and security for this contract is **Katherine Byers-Ferrian** or his/her successor.

**VIII. ASSIGNMENT.** GRANTEE shall neither assign nor transfer any rights or obligations under this grant contract without the prior written consent of the STATE.

**IX. AMENDMENTS.** Any amendments to this grant contract shall be in writing, and shall be executed by the same parties who executed the original grant contract, or their successors in office.

**X. INDEMNIFICATION.**

In the performance of this grant contract by GRANTEE, or GRANTEE'S agents or employees, the GRANTEE must indemnify, save, and hold harmless the STATE, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the STATE, to the extent caused by GRANTEE'S:

- 1) Intentional, willful, or negligent acts or omissions; or
- 2) Actions that give rise to strict liability; or
- 3) Breach of contract or warranty.

The indemnification obligations of this clause do not apply in the event the claim or cause of action is the result of the STATE'S sole negligence. This clause will not be construed to bar any legal remedies the GRANTEE may have for the STATE'S failure to fulfill its obligation under this grant contract.

- XI. **STATE AUDITS.** Under Minn. Stat. §16C.05, subd. 5, the books, records, documents, and accounting procedures and practices of the GRANTEE and its employees, agents, or subcontractors relevant to this grant contract shall be made available and subject to examination by the STATE, including the contracting Agency/Division, Legislative Auditor, and State Auditor for a minimum of six years from the end of this grant contract.

## **XII. INFORMATION PRIVACY AND SECURITY**

The GRANTEE and STATE must comply with the Minnesota Government Data Practices Act, Minn. Stat., ch. 13, and the Health Insurance Portability Accountability Act ["HIPAA"], 45 C.F.R. § 164.103, et seq., as it applies to all data provided by the STATE under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the GRANTEE under this grant contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. ch. 13, by either the GRANTEE or the STATE. Additionally, the remedies of HIPAA apply to the release of data governed by that Act.

If the GRANTEE receives a request to release the data referred to in this clause, the GRANTEE must immediately notify and consult with the STATE's Authorized Representative as to how the GRANTEE should respond to the request. The GRANTEE's response to the request shall comply with applicable law.

It is expressly agreed that the GRANTEE will not be handling private data collected by STATE and is therefore not a member of or included within the "welfare system" for purposes of the Minnesota Government Data Practices Act (hereinafter "Data Practices Act," Minnesota Statutes, Chapter 13, and in particular §13.46) as a result of this contract. It is also expressly agreed that GRANTEE will not be handling "protected health information" collected by STATE (information that identifies an individual as having applied for, being or having been eligible for, or receiving or having received health care services, as set forth in 45 CFR §160.102). GRANTEE is not a "business associate" of STATE, as defined in the Health Insurance Portability Accountability Act ("HIPAA"), 45 CFR §160.103 as a result of or in connection with this contract. Therefore, GRANTEE is not required to comply with the privacy provisions of HIPAA as a result of or for purposes of performing under this contract. If GRANTEE has responsibilities to comply with the Data Practices Act or HIPAA for reasons other than this contract, GRANTEE will be responsible for its own compliance.

## **XIII. Intellectual Property Rights.**

**Definitions.** *Works* means all inventions, improvements, discoveries (whether or not patentable or copyrightable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the GRANTEE, its employees, agents, and subcontractors, either individually or jointly with others in the performance of the contract. *Works* includes "*Documents*." *Documents* are the originals of any data



bases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the GRANTEE, its employees, agents, or subcontractors, in the performance of this contract.

**Ownership.** The STATE owns all rights, title, and interest in all of the intellectual property, including copyrights, patents, trade secrets, trademarks, and service marks in the *Works and Documents created and paid for under this contract*. The Works and Documents will be the exclusive property of the STATE and all such Works and Documents must be immediately returned to the STATE by the GRANTEE upon completion or cancellation of this contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." If using STATE data, GRANTEE must cite the data, or make clear by referencing that STATE is the source.

**Responsibilities.**

*Notification.* Whenever any Works or Documents (whether or not patentable) are made or conceived for the first time or actually or constructively reduced to practice by the GRANTEE, including its employees and subcontractors, and are created and paid for under this contract, the GRANTEE will immediately give the STATE'S Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon. The GRANTEE will assign all right, title, and interest it may have in the Works and the Documents to the STATE.

*Filing and recording of ownership interests.* The GRANTEE must, at the request of the STATE, execute all papers and perform all other acts necessary to transfer or record the STATE'S ownership interest in the Works and Documents created and paid for under this contract. The GRANTEE must perform all acts, and take all steps necessary to ensure that all intellectual property rights in these Works and Documents are the sole property of the STATE, and that neither GRANTEE nor its employees, agents, or subcontractors retain any interest in and to these Works and Documents.

*Duty not to Infringe on intellectual property rights of others.* The GRANTEE represents and warrants that the Works and Documents created and paid for under this contract do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 10, the GRANTEE will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the STATE, at the GRANTEE'S expense, from any action or claim brought against the STATE to the extent that it is based on a claim that all or part of these Works or Documents infringe upon the intellectual property rights of others. The GRANTEE will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the GRANTEE'S or the STATE'S opinion is likely to arise, the GRANTEE must, at the STATE'S discretion, either procure for the STATE the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of the STATE will be in addition to and not exclusive of other remedies provided by law.

#### **XIV. AFFIRMATIVE ACTION and NON-DISCRIMINATION**

##### **Affirmative Action and Non-Discrimination requirements for all Grantees:**

- A. The GRANTEE agrees not to discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status in regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age in regard to any position for which the employee or applicant for employment is qualified. Minnesota Statutes, section 363A.02 GRANTEE agrees to take affirmative steps to employ, advance in employment, upgrade, train, and recruit minority persons, women, and persons with disabilities.
- B. The GRANTEE must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The GRANTEE agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Minn. Rule, part 5000.3550
- C. GRANTEE agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

**Notification to employees and other affected parties.** The GRANTEE agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices will state the rights of applicants and employees, and GRANTEE's obligation under the law to take affirmative action to employ and advance in employment qualified minority persons, women, and persons with disabilities.

The GRANTEE will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the GRANTEE is bound by the terms of Minnesota Statutes, section 363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment minority persons, women, and persons with physical and mental disabilities.

**Compliance with Department of Human Rights Statutes.** In the event of GRANTEE's noncompliance with the provisions of this clause, actions for noncompliance may be taken in accordance with Minnesota Statutes, 363A.36, and the rules and relevant orders issued pursuant to the Minnesota Human Rights Act.

- XV. **WORKERS' COMPENSATION.** The GRANTEE certifies that it is in compliance with Minnesota Statute, section 176.181, subdivision 2, pertaining to workers' compensation insurance coverage. The GRANTEE'S employees and agents will not be considered employees of the STATE. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any

third party as a consequence of any act or omission on the part of these employees or agents are in no way the STATE'S obligation or responsibility.

XVI. **OWNERSHIP OF EQUIPMENT.** The STATE shall have the right to require transfer of all equipment purchased with grant funds (including title) to the STATE or to an eligible non-STATE party named by the STATE. This right will normally be exercised by the STATE only if the project or program for which the equipment was acquired is transferred from one grantee to another.

XVII. **FEDERAL AUDIT REQUIREMENTS.**

A. If the GRANTEE has an independent audit, a copy of the audit shall be submitted to the STATE. If the GRANTEE is not required to have a single or program-specific audit conducted according to OMB Circular A-133 and it expends \$25,000 or more in federal or state funds, it will have an annual financial statement audit per generally accepted auditing standards. The GRANTEE will submit a copy of the fiscal year audit to the STATE.

B. Grantees must submit comments on the findings and recommendations in the single audit report and management letter, including a plan for corrective action taken or planned, and comments on the status of corrective action taken on prior findings.

XVIII. **JURISDICTION AND VENUE.** This grant contract, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this grant contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

XIX. **WAIVER.** If the State fails to enforce any provision of this contract, that failure does not waive the provision or the STATE's right to enforce it.

XX. **CONTRACT COMPLETE.** This contract contains all negotiations and agreements between the STATE and the GRANTEE. No other understanding regarding this contract, whether written or oral may be used to bind either party.

**XXI. OTHER PROVISIONS.**

1. GRANTEE agrees that it will at all times during the term of the grant contract keep in force a commercial general liability insurance policy with the following minimum amounts: \$500,000 per occurrence and \$500,000 annual aggregate, protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the grant contract whether the operations are by the GRANTEE or by a subcontractor or by anyone directly or indirectly employed by the GRANTEE under the grant contract.

2 GRANTEE agrees that no religious based counseling shall take place under the auspices of this grant.

3. The GRANTEE shall comply with the provisions of Minnesota Statutes with regard to plain language in written materials.
4. The GRANTEE shall establish safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of, being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
5. Grantees (and all tiers of subgrantees) must use the federal OMB Circulars A-87, A-110, A-122, A-133, OMB "Common Rule" and others as applicable (including modifications) in the administration of all DHS federal and/or state funded grants.

Budget Category		Attachment B: Budget
		Richfield Recreation Services
Staff	\$	3,989.00
Equipment	\$	-
Supplies	\$	-
Travel	\$	85.00
Market Bucks	\$	1,200.00
Other	\$	500.00
Total	\$	5,774.00

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

APPROVED:

**1. STATE ENCUMBRANCE  
VERIFICATION**

*Individual certifies that funds have been encumbered as required by Minn. Stat. §16A and §16C.15*

By
Date
Grant No:

**3. STATE AGENCY**

By (with delegated authority)
Title
Date

**2. GRANTEE**

*Signatory is authorized by applicable articles, by-laws, resolutions, or ordinances to sign on behalf of the Grantee.*

By
Title
Date

By
Title
Date

Distribution:

Agency - Original (fully executed)  
contract  
Grantee  
State Authorized Representative



AGENDA SECTION: CONSENT  
AGENDA ITEM # 5C  
REPORT # 102

# STAFF REPORT

## CITY COUNCIL MEETING

### JUNE 10, 2014

REPORT PREPARED BY:

THERESA SCHYMA, DEPUTY CITY CLERK

DEPARTMENT DIRECTOR REVIEW:



NAME, TITLE

SIGNATURE

OTHER DEPARTMENT REVIEW:



N/A

SIGNATURE

REVIEWED BY CITY MANAGER:



### ITEM FOR COUNCIL CONSIDERATION:

Consideration of the attached resolutions establishing an absentee ballot counting board, authorizing the use of the ES&S Central Counter Model DS850 for the tabulation of all absentee ballots, and appointing election judges for the August 12, 2014 Primary Election and the November 4, 2014 General Election.

### I. RECOMMENDED ACTION:

**By Motion: Adopt the attached resolutions establishing an absentee ballot counting board, authorizing the use of the ES&S Central Counter Model DS850 for the tabulation of all absentee ballots, and appointing election judges for the August 12, 2014 Primary Election and the November 4, 2014 General Election.**

### II. EXECUTIVE SUMMARY

The State Primary Election is on Tuesday, August 12, 2014 and the State General Election is on Tuesday, November 4, 2014.

#### Absentee ballot counting board

Minnesota Statutes, Section 203B.121 provides for any municipality to authorize, by ordinance or resolution, an absentee ballot counting board. The board shall consist of a sufficient number of election judges appointed as provided in Minnesota Statutes, Sections 204B.19 through 204B.23. The absentee ballot counting board

may examine all returned absentee ballot envelopes and accept or reject absentee ballots in a manner provided in Minnesota Statutes, Section 203B.121.

By establishing an absentee ballot counting board the voter has an opportunity to correct any errors or omissions that caused their absentee ballot envelope to be rejected.

#### ES&S Central Counter Model DS850

Because Richfield has a slightly higher than average number of absentee voters in these elections, Hennepin County has recommended that Richfield use the ES&S Central Counter Model DS850 absentee ballot counter to count our absentee ballots. The County has purchased the three machines at no cost to the City.

Election staff has determined that the ES&S Central Counter Model DS850 will be more cost effective and will increase efficiency with the counting of absentee ballots.

#### Election Judges

The City Clerk's office is updating and verifying the City's election judge availability list. All individuals who have previously served as an election judge, were on the list submitted to the County Auditor by the major political parties, or have expressed an interest in serving as an election judge were asked to complete an online election judge application.

The attached resolution is the first list of election judges to be sent to the City Council. A more substantial list of election judges will be sent to the City Council for approval at the July 8, 2014 City Council Meeting. Election judges will be assigned to the precincts based on availability, party balance, and the number required for each election. The General Election will require assignment of the greatest number of available judges.

### III. BASIS OF RECOMMENDATION

#### A. BACKGROUND

- Minnesota Statutes, Section 203B.121 provides for any municipality to authorize, by ordinance or resolution, an absentee ballot counting board. The board shall consist of a sufficient number of election judges appointed as provided in Minnesota Statutes, Sections 204B.19 through 204B.23. The absentee ballot counting board may examine all returned absentee ballot envelopes and accept or reject absentee ballots in a manner provided in Minnesota Statutes, Section 203B.121.
- Because Richfield has a slightly higher than average number of absentee voters in these elections, Hennepin County has recommended that Richfield use the ES&S Central Counter Model DS850 absentee ballot counter to count our absentee ballots on election evening. The County has purchased the two machines at no cost to the City.
- Minnesota Statute 204B.21 Subd. 2 provides that election judges for precincts in a municipality shall be appointed by the governing body of the municipality and that the appointments be made at least 25 days before the election at which the election judges will serve.

#### B. POLICY

- Absentee ballot counting boards need to be established by ordinance or resolution.



- The City Council is required by State Statute to make election judge appointments at least 25 days prior to the election. The proposed resolution contains names of those qualified individuals who have indicated a willingness and ability to serve as an election judge for the August 12, 2014 Primary Election and the November 4, 2014 General Election.

#### C. CRITICAL TIMING ISSUES

- The City needs an absentee ballot counting board to be established at least 46 days before the 2014 State Primary Election.
- State Statute 206.58 Subd. 3; requires the use of the ES&S Central Counter Model DS850 be approved by the City Council before the August 12, 2014 State Primary Election.
- If the City Council does not appoint election judges, the conduct of the election would not be valid.

#### D. FINANCIAL

- The City will need two Absentee Ballot Board election judges daily which will increase some election costs.
- There is no cost to the City to use the ES&S Central Counter Model DS850.

#### E. LEGAL

- State law requires we must establish and appoint an absentee ballot counting board.
- Minnesota State Statute 206.58 subd.3 requires that the municipality give approval before a new ballot counting system can be used in the municipality.
- The City Council must appoint election judges to serve at these elections to comply with Minnesota Statute 204B.21, Subd. 2. The names come from a list of people who have indicated their interest in serving as an election judge to the County Auditor pursuant to the provisions of M.S. 204B.21 Subd. 1 and those who have previously served or indicated interest in serving.

#### F. ENVIRONMENTAL CONSIDERATIONS

- None

#### IV. ALTERNATIVE RECOMMENDATION(S)

- Do not approve the resolution to use the ES&S Central Counter Model DS850 and have election judges process absentee ballots at Richfield Municipal Center on election night. This could result in a delay of reporting election results.
- The City Council could chose to appoint other individuals as election judges who are not named in the resolution.

#### V. ATTACHMENTS

- Resolutions

#### VI. PRINCIPAL PARTIES EXPECTED AT MEETING

- None

**RESOLUTION NO.**

**RESOLUTION ESTABLISHING AN ABSENTEE BALLOT COUNTING BOARD FOR  
THE STATE PRIMARY AND GENERAL ELECTIONS.**

**WHEREAS**, pursuant to Minnesota Statutes, Section 203B.121 and 203B.14, as amended, an absentee ballot counting board is established. The board has those powers and duties, and shall be appointed in the manner provided by law; and

**WHEREAS**, the absentee ballot counting board is authorized to examine absentee ballot envelopes and receive or reject absentee ballots in the manner provided by Minnesota Statutes, Section 203B.121 and 203B.19, as amended; and

**WHEREAS**, the absentee ballot counting board shall be appointed for each general and special election in the City.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Richfield does hereby approve guidelines establishing an absentee ballot counting board and authorize the City Clerk to oversee the appointment and procedural processes.

Adopted by the City Council of the City of Richfield, Minnesota this 10th day of June, 2014.

\_\_\_\_\_  
Debbie Goettel, Mayor

ATTEST:

\_\_\_\_\_  
Nancy Gibbs, City Clerk

**RESOLUTION NO.**

**RESOLUTION APPROVING ABSENTEE BALLOT COUNTING EQUIPMENT, ES&S  
CENTRAL COUNTER MODEL DS850 TO BE USED AT THE STATE PRIMARY AND  
STATE GENERAL ELECTIONS**

**WHEREAS**, pursuant to MN Statute 206.58 subd.3; the City of Richfield authorizes the use of the ES&S Central Counter Model DS850 for the tabulation of all absentee ballots.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Richfield, does hereby authorize the use of the ES&S Central Counter Model DS850 for the tabulation of all absentee ballots.

**PASSED** by the City Council of the City of Richfield, Minnesota this 10<sup>th</sup> day of June 2014.

\_\_\_\_\_  
Debbie Goettel, Mayor

ATTEST:

\_\_\_\_\_  
Nancy Gibbs, City Clerk

**RESOLUTION NO.**

**RESOLUTION APPOINTING ELECTION JUDGES FOR THE STATE PRIMARY  
ELECTION OF AUGUST 12, 2014 AND THE GENERAL ELECTION OF  
NOVEMBER 4, 2014**

**WHEREAS**, a State Primary Election will be held on Tuesday, August 12, 2014 and a General Election will be held on Tuesday, November 4, 2014.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Richfield, that the following are hereby appointed as judges for said elections:

Yvonne Atkins  
Donna Englert  
Angie Faison  
Sharon Flick  
Alyssabeth Hester

John Holter  
Veronica Martinez-Hernandez  
Kari Sinning  
Julie Smith  
Judy Wood

**PASSED** by the City Council of the City of Richfield, Minnesota this 10th day of June 2014.

\_\_\_\_\_  
Debbie Goettel, Mayor

ATTEST:


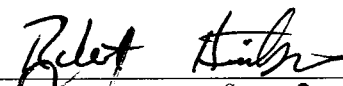
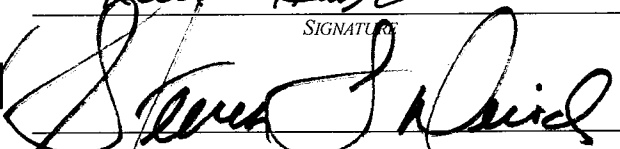
\_\_\_\_\_  
Nancy Gibbs, City Clerk



## STAFF REPORT

### CITY COUNCIL MEETING

JUNE 10, 2014

REPORT PREPARED BY:	CHRIS REGIS, FINANCE MANAGER
	<small>NAME, TITLE</small>
DEPARTMENT DIRECTOR REVIEW:	<input checked="" type="checkbox"/>  <small>SIGNATURE</small>
OTHER DEPARTMENT REVIEW:	<input checked="" type="checkbox"/>  <small>SIGNATURE</small>
REVIEWED BY CITY MANAGER:	<input checked="" type="checkbox"/>  <small>SIGNATURE</small>

#### ITEM FOR COUNCIL CONSIDERATION:

Consideration of authorizing a lease for the construction of a monopole antenna tower on City property located at the Central Maintenance Facility with Verizon Wireless.

#### I. RECOMMENDED ACTION:

**By Motion: Authorize the City Manager to execute a lease agreement with Verizon Wireless to construct a monopole antenna tower on City property located at the Central Maintenance Facility.**

#### II. EXECUTIVE SUMMARY

As Council members may be aware, the City has previously entered into lease agreements with companies in the mobile telephone industry. The City currently has lease agreements with T-Mobile, Sprint, Verizon Wireless, and TTM Corporation.

As the communications industry grows and becomes more competitive, the need for more space for antennas and to provide greater service to customers has grown.

Accordingly, Verizon Wireless has approached the City offering to construct a seventy-five foot (75') monopole antenna tower ("Tower") and associated communications facilities and equipment on land located at the Central Maintenance facility.

After considerable discussion, Verizon Wireless and the City have come to tentative approval of a lease agreement which allows for the construction of a Tower on the site. The major terms of the lease are as follows:

1. The lease is to be effective as of the date of execution by both parties, however, the "Initial Term" for purposes of initiation of rent payments shall begin on the date Verizon Wireless commences installation of equipment on the lease premises or on the first day of September, 2014, whichever occurs first. The initial term of the lease will end on December 31, 2024 and may be extended for two additional five-year renewal periods.
2. The annual rent will be \$24,000 for the initial year and be increased four percent annually. However, 2014 will be prorated based on initiation of construction.
3. The lease provides Verizon Wireless to co-locate at least two additional users on the Tower. If this were to occur, the annual rent shall be increased by the greater of 50% of the rent received from the additional users, or \$6,000.00, increased each year by four percent over the previous year's amount.

### III. BASIS OF RECOMMENDATION

#### A. BACKGROUND

- N/A

#### B. POLICY

- The construction of the Tower at the Central Maintenance facility site will not cause any problems or interference with the communications of the City.
- The lease, in its entirety, provides for many favorable provisions and protections for the City of Richfield.
- Verizon Wireless has agreed to the terms of the lease agreement.

#### C. CRITICAL TIMING ISSUES

- Staff is requesting approval at the June 10, 2014 City Council meeting so that Verizon Wireless may begin construction of the tower in a timely fashion.

#### D. FINANCIAL

- The annual lease payment is \$24,000 and will be increased by four percent annually.
- The lease provides for a co-location of at least two (2) additional users by Verizon Wireless on the tower. If this were to occur, the City would receive the greater of 50% of the rent received from each additional user or \$6,000.00 increased by 4% over the previous year's amount.

#### E. LEGAL

- The lease documents have been reviewed and approved by the City Attorney's office.

F. ENVIRONMENTAL CONSIDERATIONS

- N/A

IV. ALTERNATIVE RECOMMENDATION(S)

- The City Council could defer action on this item to a future meeting.

V. ATTACHMENTS

- Lease Agreement
- Memorandum of Site Lease Agreement

VI. PRINCIPAL PARTIES EXPECTED AT MEETING

- None.

## **SITE LEASE AGREEMENT**

THIS SITE LEASE AGREEMENT ("Lease"), made this \_\_\_\_ day of \_\_\_\_, 2014 between the City of Richfield ("Landlord") and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404) ("Tenant").

For good and valuable consideration, the parties agree as follows:

1. **Leased Premises.** Subject to the terms and conditions of this Lease, Landlord hereby leases to Tenant and Tenant leases from Landlord a portion of Landlord's property located at 1901 East 66<sup>th</sup> Street, City of Richfield, County of Hennepin, State of Minnesota, legally described in Exhibit A attached hereto. The portion of the property leased is shown in Exhibit B ("Leased Premises"). The Leased Premises consist of ground space for a seventy-five foot (75') monopole antenna tower ("Tower") and associated communications facilities and equipment including transmission lines, an equipment shelter, electronic equipment, and transmitting and receiving antennas, all as described in Exhibit C attached hereto ("Tenant Facilities"). All of Tenant's construction and installation work shall be performed at Tenant's sole cost and expense and in a good and workmanlike manner. Title to the Tower and Tenant Facilities shall be held solely by Tenant, and shall remain Tenant's personal property and shall not become fixtures.

2. **Rent.**

(a) **Amount, adjustments.** As consideration for this Lease, Tenants shall pay Landlord an annual rent in the amount of twenty four thousand dollars (\$24,000.00) for the initial year. Said lease payment shall be increased each year on January 1 by four percent (4%) of the previous year's annualized rent.

(b) **Time of Payment, Taxes.** Tenant shall compute amount of the annual rental increase for each subsequent year and shall pay the increased annual rental no later than December 1 of each year. The first year, the rental shall be prorated through December 31 and shall be paid to Landlord in full within thirty (30) days of the Commencement Date as defined below.. In addition to the annual rent, Tenant shall timely pay its prorata share of any real property taxes or payment in lieu of taxes required as a direct result of this Lease.

3. **Co-Location.**

(a) **Additional Users.** The Tower shall be designed to accommodate the Tenant Facilities and the antennas and facilities of at least two (2) additional users. Tenant may permit unaffiliated third parties to co-locate wireless antennas and facilities on the Tower on commercially reasonable terms and conditions, and shall be entitled to retain any rents under such sublease as provided in subparagraph (b) below. The Tenant shall provide written notice to the City at least seven (7) days prior to initiation of



work to co-locate an unaffiliated third party on the Tower or within the Leased Premises. In the event Tenant determines that the Leased Premises are inadequate to accommodate the facilities and equipment of a new user, the Tenant may request to expand the Leased Premises. The City will consider approval of any such expansion requested based on the availability of additional space.

(b) Additional Rent. In the event Tenant leases any portion of the Tower or subleases any portion of the Leased Premises, the Tenant's annual rent shall be increased by the greater of: (i) 50% of the rent received from the additional user, or; (ii) six thousand dollars (\$6,000.00), increased each year on January 1 by four percent (4%) over the previous year's amount. The Tenant shall provide a certified statement indicating the annual amount of the rent to-be paid by the additional user. In the initial year of occupancy by a new user, the additional rent shall be prorated from the date of initial occupancy. Tenant will be solely responsible for increased rent due to the City, and for the collection of any rents owned by new users to the Tenant

(c) City Co-Location. Tenant shall permit the City to locate and attach one (1) antenna on the Tower for public safety or other non-commercial municipal purposes, so long as the Tower height/location requested by City is available and such use will not create interference with Tenant's uses or another existing users on the Tower. The installation of such equipment will be at City's expense, but the City will not be required to pay rent to Tenant. In the event the City requests to locate communications equipment on the Tower, the City and Tenant agree to enter into a written agreement providing for City's occupancy of the Tower.

#### 4. Governmental Approval Contingency.

(a) Tenant Application. Tenant's right to use the Leased Premises is expressly made contingent upon its obtaining all the certificates, permits, zoning and other approvals that may be required by any federal, state, or local authority including the engineering study on the Tower as required below.

(b) Studies. Before obtaining a building permit, Tenant must pay for the reasonable cost of (i) radio frequency interference study carried out by an independent and qualified professional approved by the Landlord showing that Tenant's intended antenna frequencies will not interfere with existing communications facilities and (ii) an engineering study showing that the proposed Tower is able to support the Tenant's Facilities under high wind loading.

(c) Non-approval. In the event that any required approval is finally rejected or denied, or any certificate, permit, license, or approval issued to Tenant is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority so that Tenant will be unable to use the Leased Premises for its intended purposes, Tenant may terminate this Lease. Notice of Tenant's exercise of its right to terminate shall be given to Landlord in writing by certified mail, return receipt requested, and shall be effective ninety (90) days from receipt of such notice by Landlord.

5. Term and Renewals. This Lease shall be effective as of the date of execution by both parties (the "Effective Date"), however the "Initial Term" for purposes of initiation

of rent payments shall begin on the date Tenant commences installation of equipment on the Leased Premises or on the first day of September, 2014, whichever occurs first. If the Initial Term commences prior to September 2014, the rental payment obligations shall be deemed to commence on the 1<sup>st</sup> day of the month in which Tenant commences installation of equipment. Landlord and Tenant agree that the date the Initial Term commences shall be acknowledged in writing. The Initial Term shall end on December 31, 2024. Subject to the terms and conditions of this Lease, Tenant may extend the term of this Lease for two (2) additional five (5) year renewal periods ("Renewal Term") commencing on January 1 following the expiration date of the Initial Term or of any subsequent Renewal Term. Tenant shall be deemed to have elected to extend the term for each Renewal Term unless Tenant sends written notice to Landlord of Tenant's intention not to extend at least 90 days prior to each Renewal Term, Initial Term or any second or third Renewal Term, such notice provided in accordance with Paragraph 19 of the Lease.

6. **Tenant's Use.**

(a) **User Priority.** Tenant agrees that the following priorities of use, in descending order, shall apply in the event of communication interference or other conflict while this Lease is in effect, and Tenant's use shall be subordinate accordingly:

1. Landlord;
2. Public safety agencies, including law enforcement, fire, and ambulance services, that are not part of the Landlord;
3. Government-regulated entities offering a service to the general public for a fee, in a manner similar to a public utility, such as cellular telephone or data transmission services, but not including radio or television broadcasters, whose rights precede this Lease.

(b) **Purposes.** The Tenant shall have exclusive use of the Leased Premises only for the purpose of installing, maintaining, and operating the Tower and Tenant Facilities to provide wireless telecommunication services and uses incidental thereto, which Tenant is legally authorized to provide. Tenant's use of the "Leased Premises" shall otherwise be non-exclusive and Landlord specifically reserves the right to make additions, deletions, or modifications on the property. Tenant shall comply with all applicable ordinances, statutes and regulations of local, state and federal government agencies.

(c) **Operation.** Tenant shall have the right, at its sole cost and expense, to operate and maintain the Tower and Tenant Facilities on the Leased Premises in accordance with good engineering practices, with all applicable FCC rules and regulations.

(e) **Tenant Maintenance.** Tenant shall, at its own expense, reasonably maintain the Leased Premises, Tower and Tenant Facilities in a safe condition and in good repair and in a manner that does not materially conflict with use by Landlord. Any modifications to the Leased Premises for Tenant's benefit shall be at the Tenant's expense. Tenant has the right to maintain, replace, repair, or otherwise modify its equipment or utilities with similar or comparable equipment, provided Tenant may not

materially alter, modify, or replace the Tower or any of Tenant Facilities without prior notification to the City. In the event Tenant fails to reasonably maintain the Leased Premises, Landlord may complete such maintenance upon at least ten (10) days written notice to Tenant. Tenant shall reimburse all expenses incurred by Landlord in reasonably maintaining the Leased Premises within thirty (30) days of receipt of an invoice for such expenses.

(f) Loss and Damage. Tenant assumes and bears the risk of all loss and damage to the Tower or Tenant Facilities from any and every cause whatsoever, whether or not insured, except in the case of negligence or intentional misconduct on the part of the City. No loss or damage to the Tower or Tenant Facilities, or any part thereof, shall impair any obligation of Tenant under this Agreement and it shall continue in full force and effect, unless Tenant is unable to use the Premises as provided in this Agreement.

(g) As-Built. Upon completion of the Tower and Tenant Facilities, Tenant shall provide Landlord with as-built drawings showing the actual location of the equipment and all improvements installed on the Leased Premises.

(h) No Interference. Tenant shall, at its own expense, maintain any equipment on or attached to the Leased Premises in a safe condition, in good repair, and in a manner that does not unreasonably interfere with the operations of any prior occupant or prior tenant of the Property.

(i) Access. Tenant, at all times during this Lease, shall have access to the Leased Premises as provided in Exhibit C.

(j) Payment of Utilities. Tenant shall separately meter charges for the consumption of electricity and other utilities associated with its use of the Leased Premises and shall promptly pay all costs associated therewith.

(k) Tenant Use. Tenant's use of the Leased Premises in the ordinary course of Tenant's business and in compliance with this Lease and all applicable laws and regulations shall not constitute interference to Landlord's use of the Property.

## **7. Defense and Indemnification.**

(a) General. Nothing herein shall be deemed a waiver by Landlord of the limitations on liability set forth in Minnesota Statutes, Chapter 466. Each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

(b) Environmental. Each Party will be responsible to the other for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with

regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Leased Premises or Property.

(c) Hazardous Materials. Without limiting the scope of the foregoing, Tenant will be solely responsible for and will defend, indemnify, and hold Landlord, its agents, and employees harmless from and against any and all claims, costs, and liabilities, including attorney's fees and costs, arising out of or in connection with the cleanup or restoration of the Leased Premises directly associated with the Tenant's use of Hazardous Materials. Landlord will be solely responsible for and will defend, indemnify, and hold Tenant, its agents, and employees harmless from and against any and all direct claims, costs, and liabilities, including reasonable attorney's fees and costs, arising out of in connection with the removal, cleanup, or restoration of the Leased Premises with respect to Hazardous Materials from any and all sources other than those Hazardous Materials introduced to the Leased Premises by Tenant and their agents, including independent contractors. Nothing herein shall be deemed a waiver by Lessor of the limitations on liability set forth in Minnesota Statutes, Chapter 466. For purposes of this Lease, "Hazardous Materials" shall be interpreted broadly and shall include, without limitation, asbestos, petroleum, fuel, batteries, PCBs, or any hazardous substance, waste, or materials as defined in any federal, state or local environmental or safety law or regulations including, but not limited to, CERCLA, and the Clean Water Act.

(d) Tenant's Warranty. Tenant represents and warrants that its use of the Leased Premises will not generate and Tenant will not store or dispose of on the Leased Premises, nor transport to or over the Leased Premises, any Hazardous Materials, unless Tenant specifically informs Landlord thereof in writing twenty four hours prior to such storage, disposal or transport, or otherwise as soon as Tenant becomes aware of the existence of Hazardous Materials on the Leased Premises. Notwithstanding anything to the contrary herein, Tenant shall have the right to store and use standard quantities of batteries required for the operation of Tenant's communications facilities so long as it does so in full compliance with all applicable laws. Tenant may also request that the City's building official approve the storage of diesel fuel for a backup generator, and any other substances required for the operation of Tenant's communications facilities, and Tenant shall supply such information as requested by the building official to review such a request.

(d) Survival. The obligations of this Paragraph 9 shall survive the expiration or other termination of this Lease.

## 8. Insurance.

(a) Workers' Compensation. The Tenant must maintain Workers' Compensation insurance in compliance with all applicable statutes. The policy shall also provide Employer's Liability coverage with limits of not less than \$500,000 Bodily Injury each accident, \$500,000 Bodily Injury by disease, policy limit, and \$500,000 Bodily Injury by disease, each employee.

(b) General Liability. The Tenant must maintain an occurrence form comprehensive general liability coverage. Such coverage shall include, but not be limited to, bodily injury, property damage – third party, and personal injury, for the hazards of Premises/Operation, broad form, contractual, independent contractors, and products/completed/operations.

The Tenant must maintain aforementioned comprehensive general liability coverage with limits of liability not less than \$5,000,000 each occurrence; \$5,000,000 personal and advertising injury; \$5,000,000 general aggregate, and \$5,000,000 products and completed operations aggregate. These limits may be satisfied by the comprehensive general liability coverage or in combination with an umbrella or excess liability policy, provided coverage afforded by the umbrella or excess policy are no less than the underlying comprehensive general liability coverages.

(c) Automobile Liability. The Tenant must carry Automobile Liability coverage. Coverage shall afford total liability limits for Bodily Injury Liability and Property Damage Liability in the amount of \$5,000,000 per accident. The liability limits may be afforded under the Commercial Policy, or in combination with an Umbrella or Excess Liability Policy provided coverage of ridges afforded by the Umbrella Excess Policy are no less than the underlying Commercial Auto Liability Coverage.

Coverage shall be provided for Bodily Injury and Property Damage for the ownership, use, maintenance or operation of all owned, non-owned and hired automobiles. The Commercial Automobile Policy shall include at least statutory personal injury protection, uninsured motorists and underinsured motorists coverages.

(d) Tenant Property Insurance. The Tenant must keep in force for the duration of the Lease a policy covering damages to the Tower, Tenant Facilities and any other property at the Leased Premises. The amount of coverage shall be sufficient to replace the damaged property, loss of use and comply with any ordinary or law requirements.

(e) Additional Insured – Certificate of Insurance. The Tenant shall provide, prior to tenancy, evidence of the required insurance in the form of a Certificate of Insurance issued by a company (rated B+12 or better), licensed to do business in the state of Minnesota, which includes all coverages required in this Paragraph 10. Tenant will list the Landlord as an Additional Insured on the General Liability and Commercial Automobile Liability Policies.

9. Damage or Destruction. If the Leased Premises is destroyed or damaged, without contributory fault of the Tenant or its agents, so as, in Tenant's judgment, to hinder its effective use of the Leased Premises, Tenant may elect to terminate the Lease upon thirty (30) days' written notice to Landlord. In the event Tenant elects to terminate the Lease, Tenant's obligation to make further rent payments shall cease but Landlord shall be entitled to pre-paid rent received prior to the damage to or destruction of the Leased Premises.

10. **Lease Termination.**

(a) **Events of Termination.** Except as otherwise provided herein, this Lease may be terminated by either party upon sixty (60) days written notice to the other party as follows:

(i) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default to the other party (without, however, limiting any other rights of the parties pursuant to any other provisions hereof);

(ii) by Tenant for cause if it is unable to obtain or maintain any license, permit or other governmental approval necessary for the construction and/or operation of the Tower or Tenant Facilities;

(iii) by Tenant for cause if the Leased Premises is or becomes unusable for technological reasons such as the design or engineering specifications or the communications systems to which the Tenant Facilities belong;

(iv) by Landlord, if after the Initial Term its Council decides, for any reason to develop or redevelop the Leased Premises. In such case, Landlord shall provide a one (1) year's written notice to Tenant.

(v) by Landlord if it reasonably determines that continued use of the Leased Premises poses a public health or safety risk as described in Section 12 herein;

(vi) by Landlord if it reasonably determines that a potential user with a higher priority under Subparagraph 5(a) above cannot find another adequate location, or the Antennas and/or microwave dishes Facilities unreasonably interfere with another user with a higher priority, regardless of whether or not such an interference was predicted in the initial interference study that was part of the application process; or

(vii) by Landlord if it reasonably determines that Tenant has failed to comply with applicable ordinances, or state or federal law, or any conditions attached to government approvals granted thereunder, after a public hearing before the Landlord's Council.

(b) **Notice of Termination.** The parties shall give notice of termination in writing by certified mail, return receipt requested. Such notice shall be effective upon receipt as evidenced by the return receipt. All rentals paid for the Lease prior to said termination date shall be retained by Landlord.

(c) **Tenant's Early Termination.** If Tenant terminates this Lease other than of right as provided in this Lease, Tenant shall pay to Landlord as liquidated damages for early termination one (1) year's rent based on the rent and additional rent payable during the year of termination.

(d) Site Restoration. In the event that this Lease is terminated or not renewed, Tenant shall have sixty (60) days from the termination or expiration date to remove its Tower and Tenant Facilities and related equipment from the Leased Premises and repair and restore the site to its original condition, normal wear and tear excepted. Upon the commencement of this Lease, Tenant shall provide a letter of credit, performance bond or cash deposit in the amount of \$10,000 to guarantee timely restoration following any Lease termination. In the event that the Tower or Tenant Facilities are not removed as provided herein, they shall be deemed abandoned and become the property of the Landlord, and Tenant shall have no further rights thereto. If the time for removal and restoration causes Tenant to remain on the Leased Premises after termination of this Lease, Tenant shall pay rent on a monthly, pro-rata basis until the removal and restoration are completed, or facilities are deemed abandoned by Landlord.

11. Limitation of Liability. Except for indemnification provisions identified herein, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

12. Temporary Interruptions of Service. If Landlord reasonably determines that continued use of the Leased Premises results in an immediate threat to public health and/or safety (except for any alleged issues associated with human exposure to radio frequency omissions), Landlord may order Tenant to discontinue its operations. Tenant shall promptly comply with such an order, provided, however, that Tenant reserves all rights to seek to enjoin Landlord's order if Tenant disputes the existence of an immediate threat to public health or safety. Service shall be discontinued only for the period that the immediate threat exists. If Landlord does not give prior notice to Tenant, Landlord shall notify Tenant as soon as possible after its action and give its reason for taking the action. Landlord shall not be liable to Tenant or any other party for any interruption in Tenant's service or interference with Tenant's operations. If the discontinuance extends for a period greater than three days, either consecutively or cumulatively, Tenant shall have the right to terminate this Lease within its sole discretion.

13. Tenant Interference.

(a) With Property. Tenant shall not interfere with Landlord's use of the property adjoining the Leased Premises and shall cease all such actions which unreasonably and materially interfere with Landlord's use thereof no later than fifteen (15) business days after receipt of written notice of the interference from Landlord.

(b) With Higher Priority Users. If Tenant Facilities cause impermissible interference with higher priority users as set forth above, Tenant shall take all measures necessary to correct and eliminate the interference. If the interference cannot be eliminated within 48 hours after receiving Landlord's written notice of the interference,

Tenant shall immediately cease operations and shall not reactivate operation, except intermittent operation for the purpose of testing, until the interference has been eliminated. If the interference cannot be eliminated within thirty (30) days after Tenant received Landlord's written notice, Landlord may at its option terminate this Lease immediately.

(c) Interference Study – New Occupants. If Tenant receives a bona fide request from any other party to lease space on the Tower or sublease a portion of the Leased Premises, Tenant shall have a registered professional engineer perform interference studies to determine if the new applicant's frequencies will cause harmful radio interference. Tenant may require the new applicant to pay for such interference studies. Tenant shall provide a copy of such study to Landlord upon receipt.

14. Assignment and Subletting. This Lease shall run with the land and shall be binding on and inure to the benefit of the parties, their respective successors, personal representatives and assigns. Tenant will not sublet all or any portion of the Leased Premises without the prior written consent of Landlord which consent, subject to paragraph 3 above, will not be unreasonably withheld or delayed. This Lease may be sold, assigned or transferred by the Tenant without any approval or consent of the Landlord to the Tenant's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Tenant's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the Landlord, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of Tenant or transfer upon partnership or corporate dissolution of Tenant shall constitute an assignment hereunder.

15. Condemnation. In the event the whole of the Leased Premises is taken by eminent domain, this Lease shall terminate as of the date title to the Leased Premises vests in the condemning authority. In event a portion of the Leased Premises is taken by eminent domain, either party shall have the right to terminate this Lease as of said date of title transfer, by giving thirty (30) days' written notice to the other party. In the event of any taking under the power of eminent domain, Tenant shall not be entitled to any portion of the reward paid for the taking and the Landlord shall receive full amount of such award. Tenant hereby expressly waives any right or claim to any portion thereof. Although all damages, whether awarded as compensation for diminution in value of the leasehold or to the fee of the Leased Premises, shall belong to Landlord, Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant on account of any and all damage to Tenant's business and any costs or expenses incurred by Tenant in moving/removing its equipment, personal property, Antennas and/or microwave dishes Facilities, and leasehold improvements.

16. Right of First Refusal; Rights Upon Sale. If the Landlord receives an offer to assign its interests in this Lease, or to convey the Property or Leased Premises, or to grant a blanket easement or other legal instrument conveying all rights in the Leased Premises, the Landlord shall give notice of such offer to the Tenant. Tenant shall have



a right to agree to all material terms and conditions of such offer by giving written notice to Landlord within fifteen (15) days of receipt of the offer that it will accept and agree to all material terms of the offer. If Tenant does not provide timely written notice to the Landlord, Landlord may proceed with the assignment, conveyance or grant of other interest. The Leased Premises shall remain subject to this Lease despite any assignment, conveyance or grant of other interest herein provided, however, that the Landlord shall be released from the terms of this Lease.

**17. Enforcement and Attorneys' Fees.** In the event that either party to this Lease shall bring a claim to enforce any rights hereunder, the prevailing party, as deemed by the arbitrator or court, including appellate courts, shall be entitled to recover costs and reasonable attorneys' fees incurred as a result of such claim, but in no event shall such fees and costs recoverable exceed \$7,500.00.

**18. Notices.** All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

If to Landlord, to: City of Richfield  
6700 Portland Avenue South  
Richfield, MN 55423

If to Tenant, to: Verizon Wireless (VAW) LLC  
d/b/a Verizon Wireless  
180 Washington Valley Road  
Bedminster, New Jersey 07921  
Attention: Network Real Estate

**19. Subordination and Non-Disturbance.** At Landlord's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by Landlord which from time to time may encumber all or part of the Property or right-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, Landlord shall obtain for Tenant's benefit a non-disturbance and attornment agreement for Tenant's benefit in the form reasonably satisfactory to Tenant (the "Non-Disturbance Agreement"), and shall recognize Tenant's right to remain in occupancy of and have access to the Premises as long as Tenant is not in default of this Agreement beyond applicable notice and cure periods.

**20. Authority.** Each of the individuals executing this Lease on behalf of the Tenant or the Landlord represents to the other party that such individual is authorized to do so by requisite action of the party to this Lease.

**21. Binding Effect.** This Lease shall run with the Leased Premises unless terminated by either party. This Lease shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto.

**22. Complete Lease; Amendments.** This Lease constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, and other agreement of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Lease must be in writing and executed by both parties.

**23. Governing Law.** This Lease shall be construed in accordance with the laws of the State of Minnesota.

**24. Severability.** If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

**25. Quiet Possession.** Tenant is entitled to quiet possession of the Leased Premises throughout the Term and any Renewal Term so long as Tenant is not in default hereunder beyond any applicable cure period.

**26. Memorandum of Lease.** If requested by Tenant, Landlord will promptly execute and deliver to Tenant a recordable Memorandum of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals the day and year first above written.

LANDLORD: City of Richfield

By \_\_\_\_\_  
Its Mayor

By \_\_\_\_\_  
Its City Manager

TENANT: Verizon Wireless (VAW) LLC  
d/b/a Verizon Wireless

By: \_\_\_\_\_

Lynn Ramsey

Its: Area Vice President Network

## ACKNOWLEDGMENT

STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF HENNEPIN )

The Foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by \_\_\_\_\_, the Mayor of the City of Richfield, on behalf of the corporation.

Notary Public in for the State of Minnesota  
County of \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

## ACKNOWLEDGMENT

[illegible]

The Foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by \_\_\_\_\_, the City Manager of the City of Richfield, on behalf of the corporation.

Notary Public in for the State of Minnesota  
County of \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

*Acknowledgments continue next page*

ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The Foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by \_\_\_\_\_ the \_\_\_\_\_ of Verizon Wireless (VAW) LLC, on behalf of the limited liability company.

\_\_\_\_\_  
Notary Public in for the State of \_\_\_\_\_  
County of \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

## **EXHIBIT A**

The Property is legally described as follows:

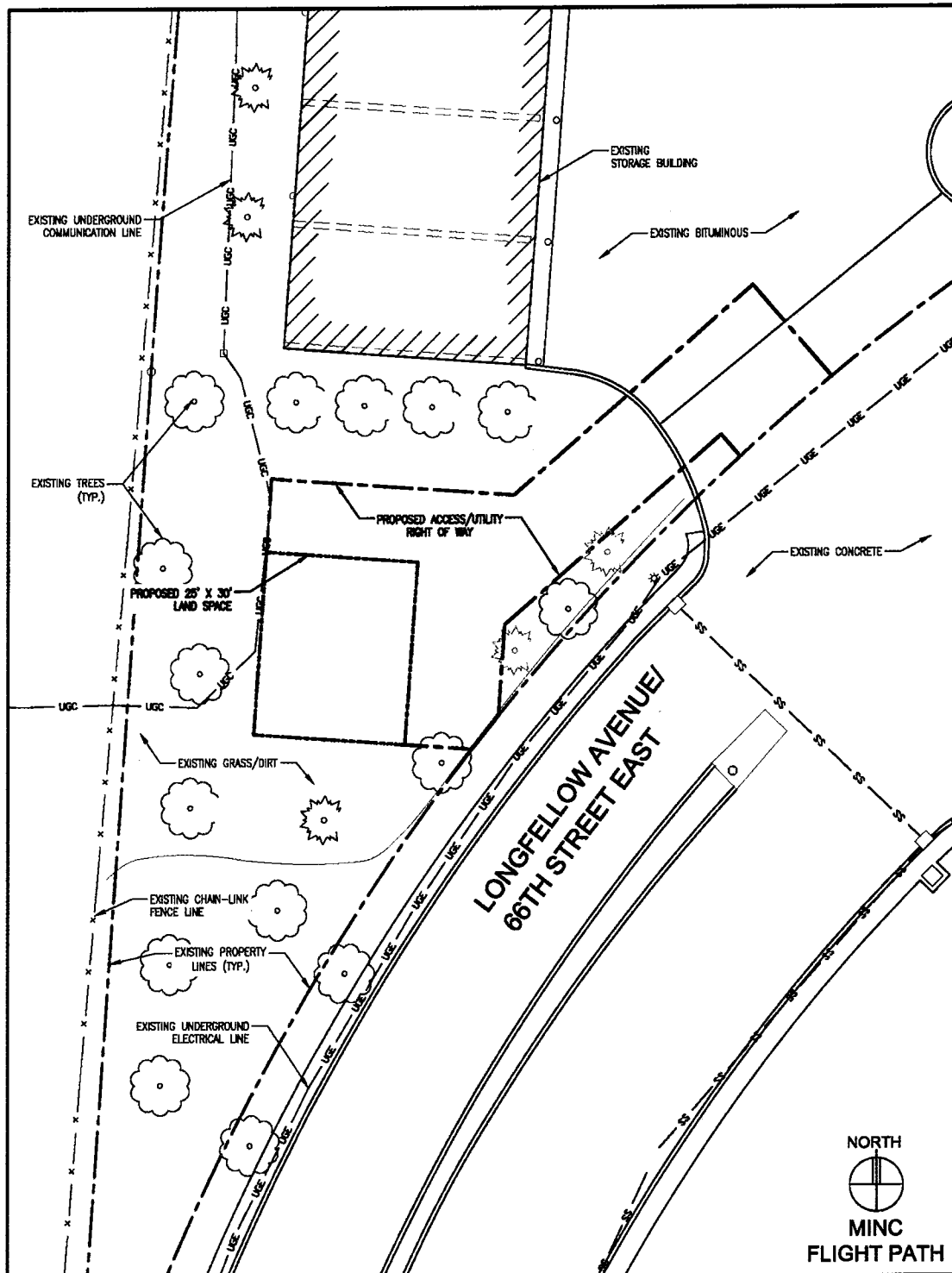
Lot 1, Block 1, Richfield Maintenance Facility

## **EXHIBIT B**

### **DESCRIPTION OF LEASED PREMISES**

That part of Lot 1, Block 1, Richfield Maintenance Facility, according to the recorded plat thereof, Hennepin County, Minnesota, described as commencing at the west quarter corner of Section 25, Township 28, Range 24; thence on an assumed bearing of South 00 degrees 03 Minutes 14 seconds East, along the west line of said Section 25, a distance of 625.19 feet; thence South 86 degrees 01 minute 11 seconds East 485.53 feet to the point of beginning of the land space to be described; thence continuing South 86 degrees 01 minute 11 seconds East 25.00 feet; thence South 03 degrees 58 minutes 49 seconds West 30.00 feet; thence North 86 degrees 01 minute 11 seconds West 25.00 feet; thence North 03 degrees 58 minutes 49 seconds East 30.00 feet to the point of the beginning.

EXHIBIT C  
SITE PLAN



DRAFTED BY  
AND RETURN TO:  
Hessian & McKasy, P.A.  
3700 RBC Plaza  
60 South Sixth Street  
Minneapolis, MN 55402  
(Site Name: MINC Flight Path)

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(Space above this line for Recorder's use.)

### MEMORANDUM OF SITE LEASE AGREEMENT

THIS MEMORANDUM OF SITE LEASE AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_, between the City of Richfield, a Minnesota municipality with a mailing address of 6700 Portland Avenue South, Richfield, MN 55423, hereinafter referred to as "LANDLORD", and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, with its address for notice located at 180 Washington Valley Road, Bedminster, New Jersey 07921, hereinafter referred to as "TENANT". LANDLORD and TENANT are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

1. LANDLORD and TENANT entered into a Site Lease Agreement (the "Agreement") on \_\_\_\_\_, 20 \_\_, for an initial term of ten (10) years, commencing on the Commencement Date. The Agreement shall be automatically extended for two (2) additional five (5) year renewal periods unless TENANT terminates it at the end of the then current term by giving LANDLORD written notice of the intention not to renew at least ninety (90) days prior to the renewal term.
2. Pursuant to the Agreement, LANDLORD leased to TENANT a portion of that certain parcel of property (the entirety of LANDLORD'S property is referred to hereinafter as the "Property") located at 1901 East 66<sup>th</sup> Street, City of Richfield, County of Hennepin, State of Minnesota and being legally described on Exhibit "A," along with access to the Premises off of 66<sup>th</sup> Street East, as described in the Agreement.
3. The Agreement shall commenced based on the date TENANT commences installation of equipment on the Leased Premises or on the first day of September 2014, whichever occurs first.



4. TENANT has the right of first refusal to meet an offer by LANDLORD to assign its interests in the Property or convey the Property or Leased Premises, or to grant a blanket easement or other legal instrument conveying all rights in the Leased Premises.
5. The terms, covenants and provisions of the Agreement, the terms of which are hereby incorporated by reference into this Memorandum, shall extend to and be binding upon the heirs, personal representative, successors and assigns of LANDLORD and TENANT.

IN WITNESS WHEREOF, hereunto and to a duplicate hereof, LANDLORD and TENANT have caused this Memorandum to be duly executed on the date written herein below.

**LANDLORD:**

City of Richfield

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: Mayor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: City Manager]

Date: \_\_\_\_\_

**TENANT:**

Verizon Wireless (VAW) LLC  
d/b/a Verizon Wireless

By: \_\_\_\_\_  
Lynn Ramsey  
Its: Area Vice President Network

Date: \_\_\_\_\_

Acknowledgments on following page

*The remainder of this page intentionally left blank*

## LANDLORD ACKNOWLEDGMENT

Notary Public in for the State of Minnesota  
County of \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

[illegible]

Notary Public in for the State of Minnesota  
County of \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

*Tenant acknowledgment next page*

**TENANT ACKNOWLEDGMENT**

STATE OF ILLINOIS            )  
  ) ss.  
COUNTY OF COOK )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of Illinois, duly commissioned and sworn, personally appeared Lynn Ramsey, to me known to be the Area Vice President Network of \_\_\_\_\_ d/b/a Verizon Wireless, that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

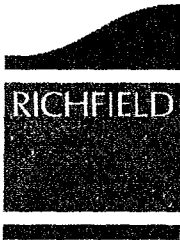
\_\_\_\_\_  
Print or Type Name: \_\_\_\_\_  
Notary Public in and for the State of Illinois  
My appointment expires: \_\_\_\_\_

**Exhibit "A"**

**(Legal Description)**

**Page 1 of 1**

Lot 1, Block 1, Richfield Maintenance Facility



**STAFF REPORT**  
**CITY COUNCIL MEETING**  
**JUNE 10, 2014**

REPORT PREPARED BY:

ELIZABETH FINNEGAN, CIVIL ENGINEER

NAME, TITLE

DEPARTMENT DIRECTOR REVIEW:



*MJS*

SIGNATURE

OTHER DEPARTMENT REVIEW:



N/A

SIGNATURE

REVIEWED BY CITY MANAGER:



*Robert S. Schindler*

**ITEM FOR COUNCIL CONSIDERATION:**

Consideration for approval of Change Order No. 1 to Northwest Asphalt, Inc. for the North Richfield Parkway Project.

**I. RECOMMENDED ACTION:**

**By Motion:**

- 1. Approval of Change Order No. 1 in the amount of \$103,265.64 to include the realignment of driveway approaches into the Cedar Point Commons Development.**

**II. EXECUTIVE SUMMARY**

City Council ordered the North Richfield Parkway Project on February 12, 2013. The council approved the contract for construction with Northwest Asphalt on February 11, 2014.

Staff is working towards the completion of Richfield Parkway from Bloomington Avenue to the 66<sup>th</sup> Street Roundout. This project is the **final phase in the completion of Richfield Parkway** and will tie the Richfield Parkway Connection Project to the Roundabout at 66<sup>th</sup> Street (65<sup>th</sup> Street to 63<sup>rd</sup> Street).

Change Order No. 1- the realignment of entrance driveways to Cedar Point Commons was not included in the original plans pending approval of the layout by the adjacent owners. The changes have now been approved by Ryan Companies, Home Depot and Target Corporation. The realignment includes closing off two driveways and creating one full access driveway and one right in/right out driveway. The changes will create safer and more efficient movements in and out of the development.

### III. BASIS OF RECOMMENDATION

#### A. BACKGROUND

- The City Council approved the ordering of the project on February 12, 2013.
- The Contract for construction with Northwest Asphalt was approved on February 11, 2014.

#### B. POLICY

- The Replacement of Cedar Avenue by a new Richfield Parkway is identified in the Comprehensive Plan (6-19).
- Change orders over \$100,000 require Council approval.

#### C. CRITICAL TIMING ISSUES

- The acceptance the change order will allow the construction to stay on schedule for an end of July completion date.

#### D. FINANCIAL

- Change order No. 1 (\$103,265.64) will be funded using Municipal State Aid (MSA) Funds (gas tax).

#### E. LEGAL

- Staff is adhering to the State Aid approved procedures when processing the change order.
- The City Attorney will be available to answer questions.

#### F. ENVIRONMENTAL CONSIDERATIONS

- N/A

### IV. ALTERNATIVE RECOMMENDATION(S)

- The Council may choose not to award the change order at this time and direct staff on how to proceed.

### V. ATTACHMENTS

- Change Order 1
- Realignment Graphic

### VI. PRINCIPAL PARTIES EXPECTED AT MEETING

- None anticipated.

STATE AID FOR LOCAL TRANSPORTATION  
CHANGE ORDER

Rev.July 2010

Page 1 of 2

S.P. 157 - 370 - 005	CO No. 1
Richfield Parkway from 65 <sup>th</sup> Street to 63 <sup>rd</sup> Street	
City of Richfield	City Project No. 41007
Northwest Asphalt	Contract No. 2797
1451 Stagecoach Road, Shakopee, MN 55379	
<b>Total Change Order Amount \$</b> \$103,265.64	

In accordance with the terms of this Contract, you are hereby authorized and instructed to perform the work as altered by the following provisions:

Additional costs associated with realignment of entrance driveways to Cedar Point Commons. This includes closing of two driveways and creation of on full access driveway and one right in/right out driveway.

The completion date shall be extended by 10 working days.

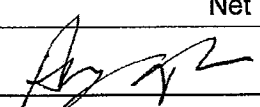
<b>Estimate Of Cost:</b> (Include any increases or decreases in contract items, any negotiated or force account items.)						
**Group/Funding Category	Item No.	Description	Unit	Unit Price	+ or - Quantity	+ or - Amount \$
Participating	2101.502	CLEARING	TREE	\$300.00	+2	+\$600.00
Participating	2101.507	GRUBBING	TREE	\$100.00	+2	+\$200.00
Participating	2104.501	REMOVE CURB AND GUTTER	LIN FT	\$3.00	+828	+\$2,484.00
Participating	2104.503	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ FT	\$0.75	+230	+\$172.50
Participating	2104.503	REMOVE CONCRETE WALK	SQ FT	\$0.50	+2010	+\$1,005.00
Participating	2104.505	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	\$3.00	+673	+\$2,019.00
Participating	2104.505	REMOVE BITUMINOUS PAVEMENT	SQ YD	\$3.00	+896	+\$2,688.00
Participating	2104.509	REMOVE DRAINAGE STRUCTURE	EACH	\$350.00	+2	+\$700.00
Participating	2104.513	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	\$2.00	+606	+\$1,212.00
Participating	2104.502	REMOVE HYDRANT & VALVE	EACH	\$500.00	+1	+\$500.00
Participating	2105.501	COMMON EXCAVATION	CU YD	\$17.50	+250	+\$4,375.00
Participating	2211.503	AGGREGATE BASE (CV) CLASS 5 (P)	CU YD	\$26.28	+340	+\$8,935.20
Participating	2360.501	TYPE SP 12.5 WEARING COURSE MIXTURE (3,C)	TON	\$89.64	+155	+\$13,894.20
Participating	2360.502	TYPE SP 12.5 NON WEARING COURSE MIXTURE (2,C)	TON	\$87.66	+155	+\$13,587.30
Participating	2503.541	15" RC PIPE SEWER DESIGN 3008 CLASS V	LIN FT	\$31.28	+130	+\$4,066.40

STATE AID FOR LOCAL TRANSPORTATION  
CHANGE ORDER

Rev. July 2010

Page 2 of 2

Participating	2504.602	CONNECT TO EXISTING WATERMAIN	EACH	\$1,145.00	+1	+\$1,145.00
Participating	2504.602	HYDRANT	EACH	\$3410	+1	+\$3410.00
Participating	2504.603	6" WATERMAIN DUCTILE IRON CL 52	LIN FT	\$50.00	+20	+\$1,000.00
Participating	2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	LIN FT	\$269.00	+15.20	+\$4,088.80
Participating	2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN 60-4020	LIN FT	\$457.00	+10.67	+\$4,876.19
Participating	2506.516	CASTING ASSEMBLY	EACH	\$475.00	+4	+\$1,900.00
Participating	2506.602	CONNECT INTO EXISTING DRAINAGE STRUCTURE	EACH	\$690.00	+2	+\$1,380.00
Participating	2521.501	4" CONCRETE WALK	SQ FT	\$4.88	+1583	+\$7,725.04
Participating	2521.501	6" CONCRETE WALK	SQ FT	\$5.35	+422	\$427.35
Participating	2531.501	CONCRETE CURB & GUTTER DESIGN B612	LIN FT	\$15.23	+741	+\$11,285.43
Participating	2531.501	CONCRETE CURB & GUTTER DESIGN B618	LIN FT	\$9.90	-150	-\$1,485.00
Participating	2531.507	8" CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$53.75	+122	+\$6,557.50
Participating	2573.530	STORM DRAIN INLET PROTECTION	EACH	\$100.00	+3	+\$300.00
Participating	2582.502	4" SOLID LINE WHITE - EPOXY	LIN FT	\$0.56	+568	+\$318.08
Participating	2582.502	4" DOUBLE SOLID LINE YELLOW - EPOXY	LIN FT	\$1.02	+449	+\$457.98
Participating	2582.502	12" STOP LINE WHITE - EPOXY	LIN FT	\$5.41	+87	+\$470.67
Net Change this Change Order						\$103,265.64

Approved by Project Engineer:  Date: 5-30-14

Print Name: Andrew Plowman Phone: 763-287-7149

Approved by Contractor:  Date: 5/30/14

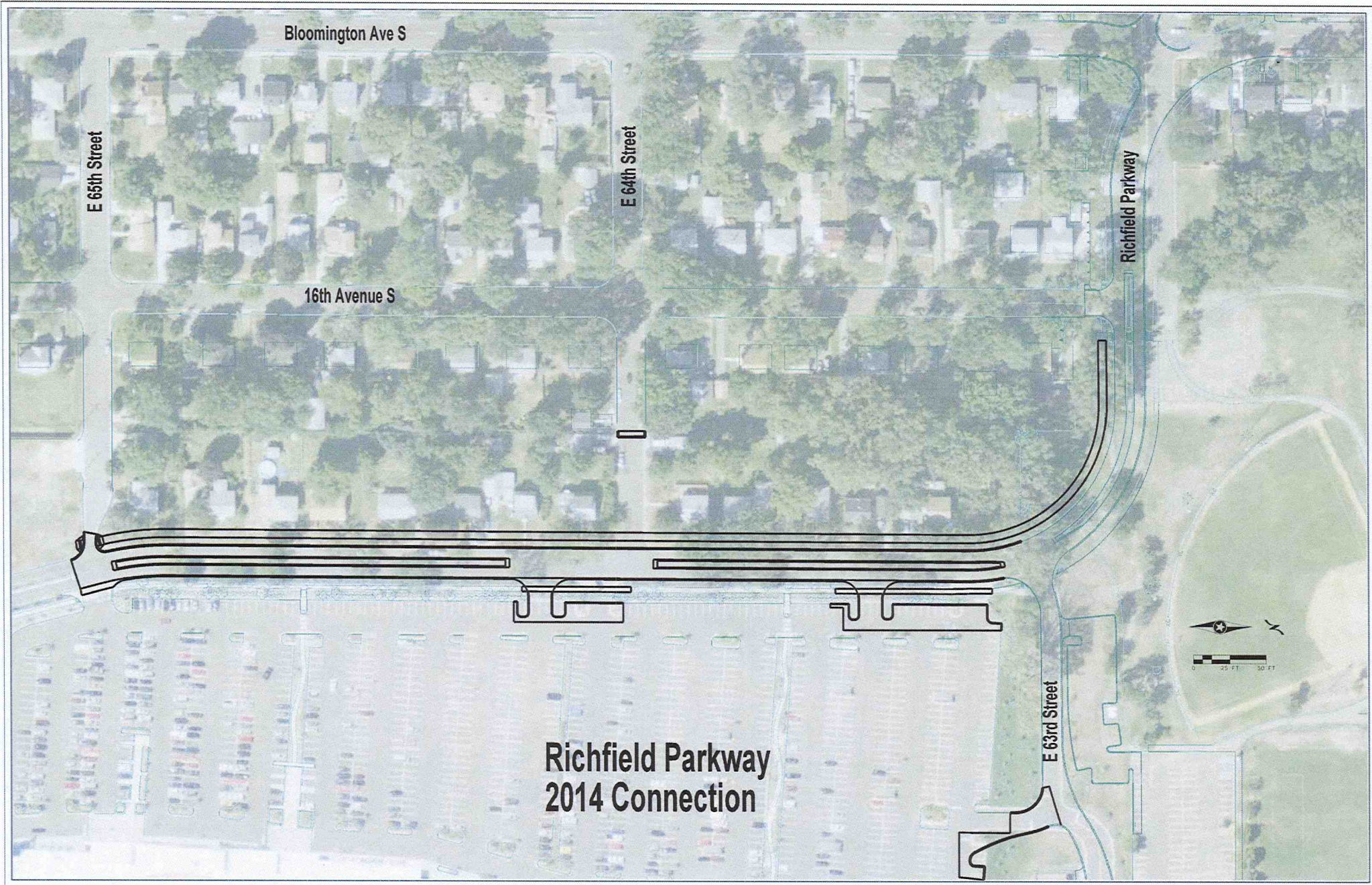
Print Name: Lance Guentzel Phone: 952-445-1056

Approved by City Manager: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Phone: \_\_\_\_\_

**Distribution:** Project Engineer (Original), Contractor (copy),





Bloomington Ave S

E 65th Street

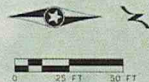
E 64th Street

16th Avenue S

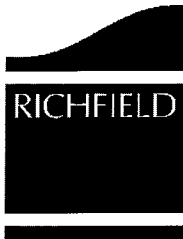
Richfield Parkway

E 63rd Street

**Richfield Parkway  
2014 Connection**







AGENDA SECTION: OTHER BUS.  
AGENDA ITEM # 7  
REPORT # 105

**STAFF REPORT**  
**CITY COUNCIL MEETING**  
**JUNE 10, 2014**

REPORT PREPARED BY:

ELIZABETH FINNEGAN, CIVIL ENGINEER

NAME, TITLE

DEPARTMENT DIRECTOR REVIEW:



*MJS*

SIGNATURE

OTHER DEPARTMENT REVIEW:



N/A

SIGNATURE

REVIEWED BY CITY MANAGER:



*Steven S. Reich*

**ITEM FOR COUNCIL CONSIDERATION:**

Consideration of :

- Contract award for the Taft Lake/Legion Lake Watershed Quality Improvement Project;
- Authorization of City Manager to approve changes in the construction contract up to \$100,000; and
- Change Order No. 1 approval to Belair Builders, Inc. for the Taft Lake/Legion Lake Watershed Quality Improvement Project.

**I. RECOMMENDED ACTION:**

**By Motion:**

- 1. Accept the bid minutes/tabulation and award contract to Belair Builders, Inc. in the amount of \$915,947.00 for the Taft Lake/Legion Lake Watershed Quality Improvement Project contingent on Minnehaha Creek Watershed District (MCWD) amendment approval to the Cooperative Agreement;**
- 2. Authorize the City Manager to approve contract changes under \$100,000 without further City Council authorization; and**
- 3. Approve Change Order No. 1 in the amount of (\$115,220.00) to eliminate the irrigation system near Legion Lake to reduce the total contract amount to \$800,727.**

## II. EXECUTIVE SUMMARY

The attached Taft Lake Water Quality Improvement (TLWQI) Project Detail Map identifies the elements of the Project. The north portion of Richfield Parkway (between Bloomington Avenue and 17<sup>th</sup> Avenue) was completed last year, and the south portion (between 63<sup>rd</sup> Street and 64<sup>th</sup> Street) is currently under construction.

The work on the Project for Council consideration tonight is:

- Phase 1 -- the construction of the infiltration system at Taft and Legion Lakes.

Work to be done later this year and next spring includes:

- Phase 2 -- the flocculation system at Taft Lake.
- Phase 3 -- the native buffers at Legion Lake.

The attached project update from Minnehaha Creek Watershed District (MCWD) provides details of the phases.

Bids for the construction of Phase 1 of the Taft Lake Water Quality Improvement Project were opened on April 10, 2014. **Belair Builders, Inc. was the lowest responsible bidder** (bid tabulation attached). The bids came in higher than originally estimated, therefore the irrigation system near Legion Lake will be eliminated by change order no. 1 reducing the Contract by \$115,220.00, for a total amended contract of \$800,727.

Elimination of the irrigation system is a change in scope of the project and therefore will require an amendment to the cooperative agreement between the City and MCWD. The award of contract is contingent upon the approval of the amendment which is planned to take place at the MCWD board meeting on June 12, 2014. The District Engineer reviewed the change and found it acceptable.

## III. BASIS OF RECOMMENDATION

### A. BACKGROUND

- City Council approved the ordering of the project on February 12, 2013.
- City General Obligation Bond sold in 2013.

### B. POLICY

- Council approval is required for expenditures over \$100,000.

### C. CRITICAL TIMING ISSUES

- Acceptance of the bid tabulation and the award of contract will allow the construction of phase 2 to stay on schedule for July of 2014.

#### D. FINANCIAL

- Four bids were received for construction; the low bid was \$915,947.00
- The Engineer's Opinion of Cost for construction was \$800,000. The irrigation system will be eliminated to reduce the cost of the project to align with the Opinion of Cost.
- This contract will be funded by the Minnehaha Creek Watershed District via City General Obligation Bonds.
- Any overage costs of the project will be funded by Storm Water Utility (53000) Funds.

#### E. LEGAL

- All contracts over \$100,000 require sealed bids to be solicited by public notice.

#### F. ENVIRONMENTAL CONSIDERATIONS

- The TLWQI Project includes various elements to improve the stormwater quality of Legion and Taft Lakes along with habitat enhancement.

#### IV. ALTERNATIVE RECOMMENDATION(S)

- The Council may postpone the award of the contract and direct staff on how to proceed.

#### V. ATTACHMENTS

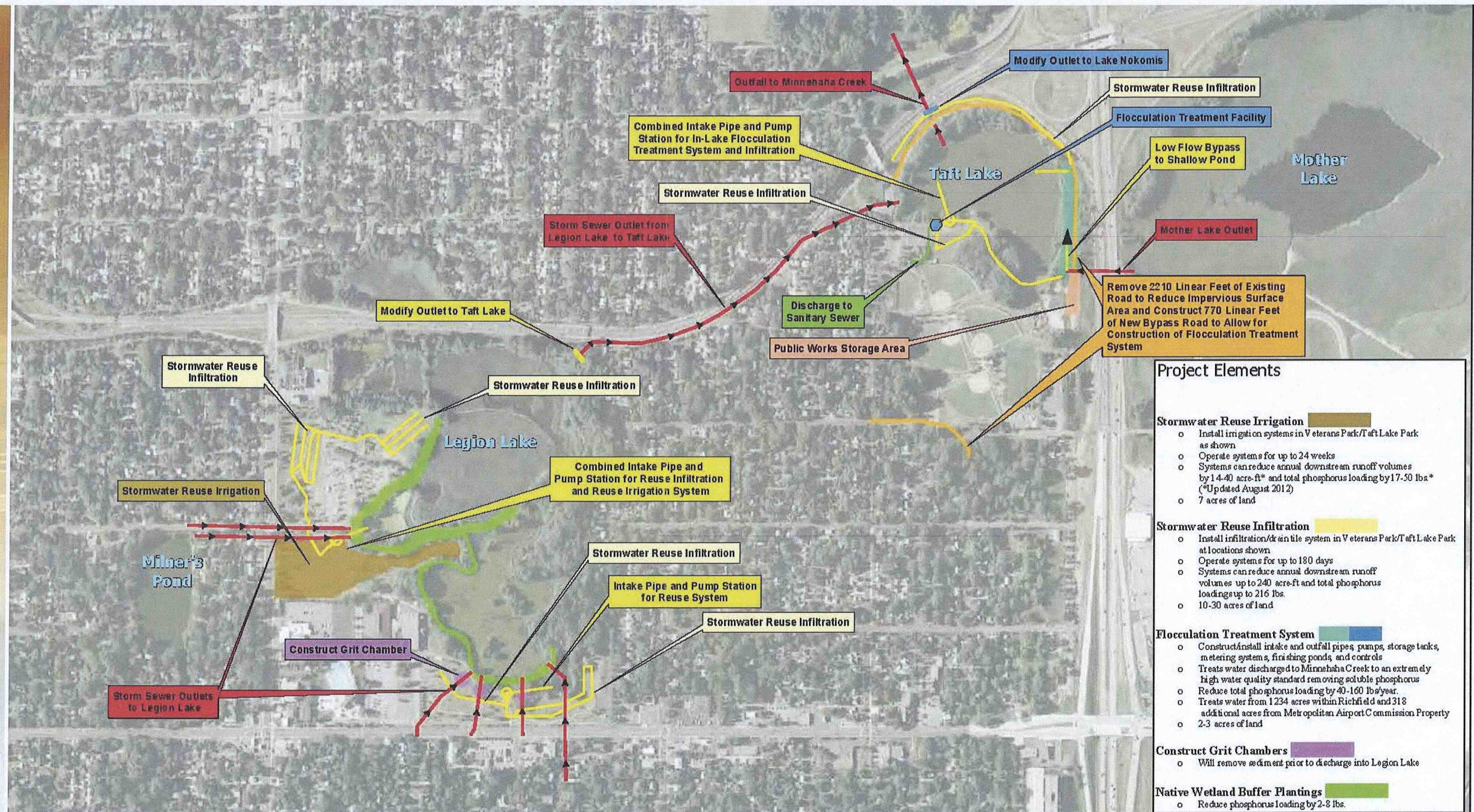
- Detail Map
- Contract
- Bid Minutes and tabulation
- Change Order No. 1
- Minnehaha Creek Project Update

#### VI. PRINCIPAL PARTIES EXPECTED AT MEETING

- None anticipated.



# Detail Map





CITY OF RICHFIELD  
HENNEPIN COUNTY, MINNESOTA  
CONTRACT FOR MUNICIPAL CONSTRUCTION

City Project No. 53004

Contract No. 2780

Class of Work: Taft Lake/Legion Lake Watershed Water Quality Improvement Project.

THIS AGREEMENT, made on the Tenth (10th) day of June, 2014, by and between the City of Richfield, Minnesota, acting by and through its Mayor and City Manager, herein called the "City," and Belair Builders, Inc. dba Belair Sitework Services, herein called the "Contractor," witnesseth; that the Contractor, in consideration of the payment of the contract price therefor, amounting substantially to nine hundred fifteen thousand nine hundred forty seven dollars and No/100 (\$915,947.00), agrees to furnish all materials (except such as are specified to be furnished by the City, if any), all necessary tools and equipment, and to do and perform all the necessary work and labor for the full completion of city projects as follows:

**Taft Lake/Legion Lake Watershed Water Quality Improvement Project  
City Project No. 53004**

as shown in the approved plans, for the price and compensation set forth and specified in the proposal signed by the Contractor, which is hereto attached and hereby made a part of this Agreement, all in accordance with the plans, specifications and special provisions therefor on file in the office of the Public Works Department, City of Richfield, and hereby made a part of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

The Contractor agrees that the work shall be done and performed in the best and most workmanlike manner; that all materials and labor shall be in strict conformity in every respect with the plans, specifications and special provisions for the improvement, shall be subject to inspection and approval of the City of a duly authorized engineer of the City, and in case any material or labor supplied shall be rejected by the City or engineer as defective or unsuitable, then such rejected material shall be removed and replaced with approved material and the rejected labor shall be done anew to the satisfaction and approval of the City or engineer and at the cost and expense of the Contractor.

The contractor further agrees that he will commence work hereunder as soon after the Pre-Construction Meeting and as appropriate permits have been obtained, and will have all work done and the improvement fully completed to the satisfaction and approval of the City Council of the City of Richfield, Minnesota, on or before September 1, 2014.

CITY OF RICHFIELD, HENNEPIN COUNTY, MINNESOTA  
CONTRACT FOR MUNICIPAL CONSTRUCTION

City Project No. 53004

Contract No. 2780

Class of Work: Taft Lake/Legion Lake Watershed Water Quality Improvement Project.

Time is the essence of this Agreement for prompt completion and, if the Contractor shall fail to complete the work within the time herein specified, the City shall have the right to deduct from the unpaid part of the contract price fixed, agreed, and liquidated damages (it being impossible to determine the actual damages occasioned by the delay) for each calendar day of delay, until the work is completed.

It is agreed, however, that upon receipt of written notice from the Contractor of the existence of causes over which the Contractor has no control and which will delay the completion of specifications may extend the date hereinbefore specified for completion. In such case the Contractor shall become liable for said liquidated damages only for failure to perform within the time so extended.

It is agreed also that delays caused by the elements or by strikes or other combined action of workmen employed in the construction or in the transportation of materials, but in no part caused or resulting from default or collusion on the part of the Contractor, shall be excused to the extent which the City may find and determine such conditions to have delayed completion within the time limit. The judgment of the City in fixing such amount shall be final and conclusive upon the parties hereto.

It is distinctly understood and agreed that no claims for extra work done or materials furnished by the Contractor will be allowed by the City except as provided herein, nor shall the Contractor do any work or furnish any materials not covered by the plans, specifications, special provisions and this Agreement unless such work is first ordered in writing as provided in the specifications.

Any such work or materials which may be done or furnished by the Contractor without such written order first being given shall be at his own risk, cost and expense and he hereby agrees that without such written order he will make no claim for compensation for work or materials so done or furnished.

CITY OF RICHFIELD, HENNEPIN COUNTY, MINNESOTA  
CONTRACT FOR MUNICIPAL CONSTRUCTION

City Project No. 53004

Contract No. 2780

Class of Work: Taft Lake/Legion Lake Watershed Water Quality Improvement Project.

It is further agreed, anything to the contrary notwithstanding, that the City of Richfield, City Council and its agents or employees shall not be personally liable or responsible in any manner to the Contractor, Subcontractors, material men, laborers or to any person or persons whomsoever for any claim, demand, damages, actions or causes of action of any kind or character arising out of or by reason of the execution of this Agreement or the performance and completion of the work and improvement provided herein.

Dated at Richfield, Minnesota, this tenth (10th) day of June, 2014.

Signatures for \_\_\_\_\_ (Contractor)

By \_\_\_\_\_

Its \_\_\_\_\_

Signatures for the CITY OF RICHFIELD, MINNESOTA

By \_\_\_\_\_  
Debbie Goettel, Mayor

By \_\_\_\_\_  
Steven L. Devich, City Manager



## CITY OF RICHFIELD, MINNESOTA

Bid Opening  
April 10, 2014  
10:00 a.m.

Taft Lake/Legion Lake Watershed Quality Improvement Project  
Bid No. 14-04

Pursuant to requirements of Resolution No. 1015, a meeting of the Administrative Staff was called by Nancy Gibbs, City Clerk, who announced that the purpose of the meeting was to receive, open and read aloud bids for the Taft Lake/Legion Lake Watershed Quality Improvement Project, as advertised in the official newspaper on March 6, 2014.

Present: Nancy Gibbs, City Clerk  
Liz Finnegan, Civil Engineer  
Theresa Schyma, City Manager Representative

The following bids were submitted and read aloud:

Bidder's Name	Bond	Addendum #1	Addendum #2	Grand Total Bid
Belair Builders, Inc.	Provided	Provided	Provided	\$ 915,947.00
Minnesota Utilities and Excavating	Provided	Provided	Provided	\$ 1,205,910.56
PCiRoads, LLC	Provided	Provided	Provided	\$ 1,254,732.50
Sunram Construction, Inc.	Provided	Provided	Provided	\$ 1,012,775.00

The City Clerk announced that the bids would be tabulated and considered at the April 22, 2014 City Council Meeting. However, staff later determined that the bids would instead be considered at the May 13, 2014 City Council Meeting.

---

Nancy Gibbs

City Clerk

**CHANGE ORDER NO. 1****MAY 28, 2014**

TAFT LAKE/LEGION LAKE WATERSHED WATER QUALITY  
IMPROVEMENT PROJECT  
CITY PROJECT NO. 41005  
CITY OF RICHFIELD, MN  
WSB PROJECT NO. 1532-47

**OWNER:**

CITY OF RICHFIELD  
6700 PORTLAND AVENUE  
RICHFIELD, MN 55423

**CONTRACTOR:**

BELAIR BUILDERS, INC.  
2200 OLD HIGHWAY 8 NW  
NEW BRIGHTON, MN 55112

YOU ARE DIRECTED TO MAKE THE FOLLOWING CHANGES IN THE CONTRACT DOCUMENT DESCRIPTION:

MODIFIES LINE ITEMS 34 (WITH LINE ITEM 42) AND 39 (WITH LINE ITEM 44); DELETES LINE ITEMS 37 (WITH LINE ITEM 43) AND 40 (WITH LINE ITEM 45); ADDS LINE ITEMS 46, 47, 48, 49, 50, AND 51

IT IS UNDERSTOOD THAT THIS CHANGE ORDER INCLUDES ALL ADDITIONAL COSTS AND TIME EXTENSIONS WHICH ARE IN ANY WAY, SHAPE, OR FORM ASSOCIATED WITH THE WORK ELEMENTS DESCRIBED ABOVE.

**CHANGE IN CONTRACT PRICE:****CHANGE IN CONTRACT TIME:**

ORIGINAL CONTRACT PRICE:	\$915,947.00	ORIGINAL CONTRACT TIME:	9/1/2014
PREVIOUS CHANGE ORDERS: NO.	\$0.00	NET CHANGE FROM PREVIOUS CHANGE ORDERS:	NONE
CONTRACT PRICE PRIOR TO THIS CHANGE ORDER:	\$915,947.00	CONTRACT TIME PRIOR TO THIS CHANGE ORDER:	9/1/2014
NET DECREASE OF THIS CHANGE ORDER:	(\$115,220.00)	NET INCREASE OF CHANGE ORDER:	30 days
CONTRACT PRICE WITH ALL APPROVED CHANGE ORDERS:	\$800,727.00	CONTRACT TIME WITH APPROVED CHANGE ORDERS:	10/1/2014

**RECOMMENDED BY:****APPROVED BY:**

PETER R. WILLENBRING, PE, PROJECT MANAGER

CONTRACTOR SIGNATURE

WSB & ASSOCIATES, INC.  
ENGINEER

BELAIR BUILDERS, INC.  
CONTRACTOR

**APPROVED BY:**

CITY ENGINEER

CITY ADMINISTRATOR

DATE

DATE

# CHANGE ORDER NO. 1 DETAIL

MAY 28, 2014

TAFT LAKE/LEGION LAKE WATERSHED WATER QUALITY  
IMPROVEMENT PROJECT  
CITY PROJECT NO. 41005  
CITY OF RICHFIELD, MN  
WSB PROJECT NO. 1532-47

## ADDED ITEMS

Item No.	Mat. No.	Description	Qty	Unit	Price	Extended Amount
42	2503.603	8" PERF HDPE PIPE SEWER	500	LIN FT	\$18.00	\$9,000.00
46	2503.603	INSTALL 4" PVC IRRIGATION MAIN	3730	LIN FT	\$14.00	\$52,220.00
47	2545.523	DIRECTIONAL BORING FOR IRRIGATION	440	LIN FT	\$44.00	\$19,360.00
48		REMAINDER OF IRRIGATION SYSTEM	1	LUMP SUM	\$31,600.00	\$31,600.00
49		REVISED SUCTION HEAD LIFT STATION	1	EACH	\$50,200.00	\$50,200.00
50		INLINE WATER CONTROL STRUCUTRE	7	EACH	\$2,600.00	\$18,200.00
51		CONNECT 4" PVC TO LIFT STATION OUTLET PIPE	1	LUMP SUM	\$9,700.00	\$9,700.00

TOTAL ADDED ITEMS CHANGE ORDER NO. 1

\$190,280.00

## DELETED ITEMS

Item No.	Mat. No.	Description	Qty	Unit	Price	Extended Amount
43	2504.601	IRRIGATION SYSTEM	1	LUMP SUM	\$166,000.00	\$166,000.00
44	2506.602	MONITORING MANHOLE	5	EACH	\$1,500.00	\$7,500.00
45	2622.601	SUCTION HEAD LIFT STATION	3	EACH	\$44,000.00	\$132,000.00

TOTAL DELETED ITEMS CHANGE ORDER NO. 1

\$305,500.00



## MEMORANDUM

**To:** Minnehaha Creek Board of Managers

**From:** Becky Houdek

**CC:** James Wisker

**Date:** 5/22/2014

**Re:** Taft-Legion Lake Regional Volume and Load Reduction Project Update

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### Meeting Purpose:

At the May 22, 2014 Board of Managers Meeting, staff will provide an update on the Taft-Legion Lake Regional Volume and Load Reduction Project. No action will be required at this meeting.

### History:

During the 2010 distribution of the District's annually revised Capital Improvement Plan, the City of Richfield requested that an improvement project for Taft and Legion Lakes be included. The Board of Managers directed staff to work with the City to gather feasibility level information regarding the various proposed project elements and their associated water resource benefits and financial cost.

A project proposal was developed that outlined details of a potential partnership between MCWD and the City of Richfield to improve water quality within Legion and Taft Lakes through a combination of project elements including the following (see attached figure):

- **Irrigation:** Stormwater runoff will be withdrawn from stormwater basins and applied via irrigation to adjacent park land at Legion and/or Taft Lakes.
- **Infiltration:** The infiltration system will operate concurrent with the proposed irrigation system. Depending on seasonal rainfall variation, if additional water is available to be withdrawn from the enhanced basins/ponds, water will be directed to underground infiltration systems in park land surrounding Taft Lake and Legion Lake.
- **Flocculation Enhanced Stormwater Pond:** An existing road around the north end of Taft Lake will be removed to facilitate the construction of a stormwater pond with a

flocculation system that will remove dissolved pollutants from storm sewer runoff that is delivered to the system.

- **Flocculation of Water from Taft Lake:** In addition to treating runoff delivered to a constructed stormwater pond on the north side of Taft Lake the flocculation system will have the capacity to treat water withdrawn from adjacent stormwater ponds and/or the hypolimnion of Taft Lake, removing dissolved pollutant loads, before it is discharged back into Taft Lake.
- **Natively Planted Lakeshore Buffers:** Native lakeshore buffers will be established in select areas surrounding Legion Lake.
- **Pre-Treatment of Runoff to Legion Lake:** A series of sedimentation ponds and/or enhanced grit-removal chambers will be installed to remove sediment and phosphorus loads prior to being discharged into Legion Lake.

The proposed project was estimated to achieve between 101 and 273 lbs of phosphorus reduction and 50 to 150 acre-feet reduction in the first year and each year after, resulting in a total of 2,000-5,000 lbs of total phosphorus reduction and 1,000-3,000 acre-feet volume reduction over a 20 year period.

The proposal outlined a financing structure under which the City would assume all future ongoing operations and maintenance associated with the proposed systems through its Public Works Department. Assuming a minimum 20 year project life, the City of Richfield estimated at least \$3,000,000 in operations and maintenance costs. The City requested that MCWD bear approximately \$2,700,000 in capital construction costs which would be financed through general obligation stormwater revenue bonds allowing MCWD to allocate a portion of its annual ad valorem tax levy to service the debt on the bonds over a 20 year term. The annual contribution by the District was estimated at \$225,000-\$250,000.

In September 2011, following the Board review of the Final Feasibility study, the MCWD Board of Managers authorized staff to begin the major plan amendment process to integrate the Taft-Legion capital improvement into the MCWD's Comprehensive Plan; a necessary step prior to formally ordering the project.

In September 2012, following adoption of the plan amendment, the Board ordered the project and authorized execution of a cooperative agreement with the City that formalized the aforementioned funding arrangement. Following the bond sale in February 2013, favorable interest rates resulted in a lower than estimated annual contribution by the District at approximately \$175,000.

**Current Status:**

Over the past year, the City has been developing the designs for the project. Given the variation in the project elements and their constructability, the City has proposed breaking construction into multiple phases in order to obtain more competitive bids:

- Phase 1 – Irrigation / Infiltration
- Phase 2 – Flocculation System / Grit Chambers
- Phase 3 – Native Buffer

Final plans for the first phase were submitted in March 2014, along with an application for a District permit. Staff and the District Engineer have reviewed the plans and are comfortable with the proposed multi-phase construction and Phase 1 plans.

The City solicited bids for the first phase of construction and received four bids, all of which came in higher than the City's estimate of probable costs. The City's estimate was \$807,500, and the low bid was \$915,947. To reduce costs, the City has proposed eliminating irrigation components in favor of increasing the length of the infiltration trench around Taft Lake by 500 lineal feet to provide equivalent volume and load reduction. The District Engineer has reviewed this change and found it acceptable.

Staff is now in the process of working with the City to finalize the operations, maintenance, and monitoring plans. Staff is also working with legal counsel to develop an amendment to the cooperative agreement to:

- Include final numbers from bond sale
- Allow for multi-phase construction and District approval
- Incorporate the revised operation, maintenance, and monitoring plans

The City plans to award the bid for Phase 1 to the lowest responsive bidder and issue a change order eliminating the irrigation components and expanding the infiltration trench. The City will be seeking Council approval at their May 27<sup>th</sup> meeting to award the bid contingent on execution of the amendment to the cooperative agreement with the District.

Under the terms of the cooperative agreement, no Board action is required for approval of the plans and bid award, but staff will keep the Board apprised of any significant changes or issues that arise.

If there are questions in advance of the meeting, please contact:

Becky Houdek

[bhoudk@minnehahacreek.org](mailto:bhoudek@minnehahacreek.org)

952-641-4512



# STAFF REPORT

## CITY COUNCIL MEETING

### JUNE 10, 2014

REPORT PREPARED BY:

ELIZABETH FINNEGAN,  
CIVIL ENGINEER

NAME, TITLE

DEPARTMENT DIRECTOR  
REVIEW:



*[Signature]*

SIGNATURE

OTHER DEPARTMENT  
REVIEW:



N/A

SIGNATURE

REVIEWED BY CITY  
MANAGER:



*[Signature]*

#### ITEM FOR COUNCIL CONSIDERATION:

Consideration of Kimley-Horn and Associates, Inc. work proposal for final design and coordination services for Portland Avenue, between 67<sup>th</sup> and 77<sup>th</sup> Streets.

#### I. RECOMMENDED ACTION:

##### **By Motion:**

**Approve the hiring of Kimley-Horn and Associates, Inc. to provide final design services for the Portland Avenue reconstruction project at a cost not to exceed \$383,950.00.**

#### II. EXECUTIVE SUMMARY

Council approved the hiring of Kimley-Horn and Associates, Inc. at its September 10, 2013 meeting to provide preliminary engineering services for the Portland Avenue reconstruction project. Council also approved Concept 2 (attached) at their April 22, 2014 meeting. City staff are recommending the hiring of Kimley-Horn and Associates, Inc. to complete the final design of Concept 2.

##### **Portland Avenue Reconstruction**

The City of Richfield was awarded the federal funds for the reconstruction of Portland Avenue from 67<sup>th</sup> Street to 77<sup>th</sup> Street and is the lead agency for preliminary design, final design, and construction. Due to previous work and to

allow the reconstruction to remain on schedule, City staff recommends the hiring of Kimley-Horn and Associates, Inc. to complete the final design of Concept 2 for the project.

### III. BASIS OF RECOMMENDATION

#### A. BACKGROUND

- In 2012, the City was awarded a federal grant for the reconstruction of Portland Avenue to be used in 2015.
- City staff uses a Qualification Based Selection process for procuring engineering services such as transportation, water treatment, stormwater management, surveying and right-of-way services.
- Every five years City Staff invites engineering consultants to submit proposals featuring their qualifications in the various service areas. City staff reviews the proposals and select firms to be included in the Engineering Pool to perform work that will be needed for upcoming projects.
- Kimley-Horn and Associates, Inc. is in the City's Engineering Consultant Pool and is an experienced engineering firm that has completed the preliminary engineering for the Portland Avenue Reconstruction Project.
- City Staff negotiated the tasks and the amount of time needed for the tasks. The total contract amount cannot be exceeded without further Council authorization.

#### B. POLICY

- The reconstruction of County Roads is identified in the City's Comprehensive Plan (Transportation).
- Council approval is required for expenditures over \$100,000.

#### C. CRITICAL TIMING ISSUES

- In order to complete a plan set to provide for 2015 reconstruction the final design should begin as soon as possible.

#### D. FINANCIAL

- The total estimated cost for the Portland Avenue proposed work is \$383,950 to be funded using Municipal State Aid (MSA) Funds (gas tax).

#### E. LEGAL

- The City Attorney will be available to answer questions.

#### F. ENVIRONMENTAL CONSIDERATIONS

- N/A



IV. ALTERNATIVE RECOMMENDATION(S)

- The Council may choose not to approve the work proposal at this time and direct staff on how to proceed.

V. ATTACHMENTS

- Portland Avenue (CSAH 35) Final Design Scope of Work from Kimley-Horn and Associates, Inc.
- Concept #2 Layout

VI. PRINCIPAL PARTIES EXPECTED AT MEETING

- None anticipated.

May 19, 2014

Ms. Kristin Asher, P.E.  
City Engineer  
City of Richfield  
1901 E 66<sup>th</sup> Street  
Richfield, MN 55423

■  
Suite 238N  
2550 University Avenue  
St. Paul, Minnesota  
55114

**Re: Portland Avenue (CSAH 35) Improvements - 67<sup>th</sup> Street to 77<sup>th</sup> Street  
Proposal for Final Design Services**

Dear Kristin,

Thank you for the opportunity to submit this proposal for final design services for the Portland Avenue Improvements project. We understand that the primary objective of this scope is to provide assistance to the City of Richfield in developing final construction bid documents, cost estimate, and legal descriptions for improvements to Portland Avenue from 67<sup>th</sup> Street to 77<sup>th</sup> Street.

**Project Understanding**

The City of Richfield has received Federal STP-UG funding for improvements to Portland Avenue (CSAH 35) from 67<sup>th</sup> Street to 77<sup>th</sup> Street. The City has requested that Kimley-Horn provide a Scope of Services that includes developing construction bid documents, stakeholder engagement, and legal descriptions of proposed right of way for this segment of Portland Avenue. The project will adhere to Minnesota Department of Transportation (MnDOT) State Aid standards for Federal Aid projects.

**Scope of Services**

The following is a summary of our proposed Scope of Services for the project.

**Task 1 – Project Management**

Kimley-Horn will provide project management and coordination services including quality assurance/quality control of the project deliverables.

**1.1 Project Management/Administration**

Kimley-Horn will coordinate project management activities including project monitoring, progress reports, the development of a detailed work plan with specific staff assignments, and preparation of a project schedule indicating critical dates, milestones, and deliverables.

**1.2 Kickoff Meeting**

Kimley-Horn will hold a kickoff meeting with a Project Management Team (PMT) including City of Richfield and Hennepin County staff to

discuss the scope and schedule for the project. Kimley-Horn will also hold an internal team kickoff meeting to review the project requirements with staff involved.

### **1.3 PMT Meetings**

Hold up to eight (8) subsequent PMT meetings to discuss issues that arise during the public engagement and final design work. Kimley-Horn will be responsible for preparing meeting agendas, meeting minutes, and necessary exhibits to conduct the meetings.

### **1.4 Quality Control Reviews**

Kimley-Horn will coordinate quality control reviews of deliverables.

**Deliverables:** Meeting Minutes; Work Plan; Schedule and QA/QC Reviews.

## **Task 2 – Data Collection**

### **2.1 Supplemental Field Survey and Base Mapping**

This task includes collecting topographic field data needed in the final design of Portland Avenue. We understand field collection of survey data for the preparation of a base map for the project corridor has already been completed by another consultant. This includes horizontal/vertical control and topographic survey information, a utility structure survey, and existing right-of-way/easement identification. Additional data will only be collected if the existing data is found not to cover elements necessary to complete the final roadway design. Pioneer Engineering will perform all survey services for this project. For the purposes of this proposal we have assumed up to 32 hours of two person survey crew time for supplemental survey work.

### **2.2 Geotechnical Design Services**

#### **2.2.1 Soil Borings**

A Kimley-Horn subconsultant, Braun Intertec, will perform the subsurface investigation and analysis and prepare a report for the proposed roadway improvements. At this time we are proposing to obtain a total of fifteen (15) soil borings at a depth of 10 to 20 feet. Actual soil boring locations and depths will be determined during the final design process.

#### **2.2.2 Laboratory Testing**

Laboratory tests of the soil borings will be completed. The tests will include classification (sieve analysis, density, moisture content, etc.) and one (1) R-value test.

#### **2.2.3 Engineering Analysis and Reports**

A final geotechnical report will be prepared to include the following:

- Description of the process for selecting boring site locations.
- Soil boring location map.

- Descriptions of drilling, sampling, test, and classification methods.
- Logs of test borings.
- Review of soil/groundwater conditions encountered.
- A detailed layout showing the limits of unsuitable foundation material.
- Recommendations for pavement design and construction.
- Recommendation regarding utility installations.

**Deliverables:** Electronic Base Map; Geotechnical Report

### **Task 3 – Stakeholder Engagement**

Stakeholder ownership will be inherent to the success of the Portland Avenue Improvement project. Therefore, widespread and ongoing stakeholder engagement will be necessary and will be incorporated into each task in this scope of services.

#### **3.1 Public Meeting**

Kimley-Horn will participate in one (1) public meeting hosted by the Richfield Transportation Commission. The purpose of this meeting will be to continue engaging the public and agencies in the development of the project. Kimley-Horn will establish the meeting location, prepare up to 10 exhibits, provide the meeting summary, and provide technical staff necessary to facilitate the meetings. Up to three (3) Kimley-Horn staff representing relevant technical areas will be present the public meeting.

#### **3.2 Additional Stakeholder Meetings**

Kimley-Horn will meet with stakeholders along the project corridor as necessary. Anticipated stakeholders could include business groups, property owners, schools, park representatives, utilities, special interest groups, etc. It is estimated that a maximum of five (5) individual stakeholder meetings will be required. Kimley-Horn will establish meeting locations, prepare exhibits, provide meeting summaries, and provide technical staff necessary to facilitate the meetings. Up to two (2) Kimley-Horn staff will be present at each stakeholder meeting.

#### **3.3 Project Newsletters**

A total of two (2) project newsletters (assume one-page, front and back) will be developed and distributed at critical project milestones, in order to inform stakeholders of upcoming public meetings, provide updates, and advise on key design considerations. Kimley-Horn will provide print and electronic versions of the newsletter. It is assumed that the City will be responsible for distribution of the newsletter.

#### **3.4 Project Website Updates**

A project website (hosted by the City) will be updated periodically throughout the preliminary design process (assume three updates) in order to inform stakeholders of upcoming public meetings, provide updates, and advise the public on key design considerations. Kimley-

Horn will provide the City and/or County with initial website content and updates.

### **3.5 City Council and Richfield Transportation Commission Meetings**

The Richfield Transportation Commission will be the policy-making body governing this project and will be responsible for hosting public meetings, consideration of study recommendations, and approving the preliminary design plans. Kimley-Horn will present at up to three (3) meetings with the Richfield Transportation Commission, at critical milestones throughout the process. Kimley-Horn will attend up to three (3) City Council meetings or workshops as needed to assist City Staff in obtaining project approvals.

**Deliverables:** Meeting Materials; Minutes/Summaries; Project Website and Updates; and Project Newsletters.

## **TASK 4 – Right of Way Process**

### **4.1 Review of Right of Way Needs and Refine Limits**

This task includes making revisions to the geometrics, cross sections and grading limits based upon the results found during the right of way and detailed design process.

### **4.2 Preparation of Legal Descriptions**

Pioneer Engineering will review the Deed or Title Commitment for each parcel and prepare a proposed easement description and exhibit suitable for recording for 83 parcels at an estimated cost of \$350 per parcel. Many of the parcels along Portland Avenue are not yet platted and will require more effort in preparing legal descriptions than platted parcels.

### **4.3 Survey of Acquisition Limits**

Field survey of acquisition limits will be performed by Pioneer Engineering. It will include staking permanent right of way and temporary easements for the 83 impacted parcels. We have assumed that the field staking will be preferred once.

### **4.4 Meetings with Residents of Impacted Properties**

This task includes up to 5 meetings with residents of impacted properties and reviewing and revising construction limits based upon the outcome of the meetings.

**Deliverables:** Easement Descriptions; Meeting Minutes

## **TASK 5 – Final Design**

### **5.1 Final Plans**

Following County Board and City Council approval of the preliminary layout, we will finalize the design of the proposed improvements and develop detailed final design plans and specifications. The documents

will satisfy the requirements of Hennepin County, the City of Richfield, permitting agencies, and current MnDOT State Aid standards. The final plans will include the following sheets:

- Title Sheet
- General Layout
- Estimated Quantities
- Private Utility Contacts
- Soils, Construction Notes, Standard Plates
- Earthwork Tabulations and Summary
- Typical Sections
- Miscellaneous Details
- Standard Plan Sheets
- Construction Staging Plan
- Traffic Control Plan
- Topography and Inplace Utility Plan
- Removal Plan
- Right of Way Plan
- Alignment Plan and Tabulations
- Construction Plan and Profile
- Retaining wall plan and details
- Intersection Details
- Water Resource Notes
- Drainage and Erosion Control Plan
- Drainage Tabulations and Details
- Sanitary Sewer and Watermain Plan, Tabulations, and Details
- Landscaping and Turf Establishment Plan
- Signing and Pavement Marking Plan Tabulations and Details
- Lighting Plan and Details
- Signal Plan
- Cross Sections

AutoCAD Civil 3D files of the final plans will be provided to the County on a CD and design information will also be transferred using the E-transmit tool directly from Civil 3D. The coordinates and elevations of all points will be provided in the County coordinate system. Kimley-Horn will also provide all Excel files used for design and construction plans as well as final plans and special provisions, signed by the professional engineer, in Adobe PDF format.

## **5.2 Specifications and Project Manual**

Kimley-Horn will prepare the project manual and technical special provisions for the project to be submitted both in Microsoft Word and Adobe PDF format at the 95% plan submittal stage. The Project Manual will adhere to MnDOT Federal Aid requirements for federally funded projects.

## **5.3 Engineer's Opinion of Probable Cost (30%, 60%, 95%, 100%)**

We will prepare cost estimates at the 30%, 60%, 95%, and 100% plan submittal stages to include proposed construction and any right-of-way/easement acquisition costs. Draft estimates will be prepared for review by the City and County. Comments from drafts will be incorporated into final cost estimates.

## **5.4 Preparation of Permit Applications**

We will prepare the necessary permit applications for the project including:

- Minnesota Department of Health (MDH)
- Minnehaha Creek Watershed Permit
- National Pollutant Discharge Elimination System (NPDES) Permit including Stormwater Pollution Prevention Plan (SWPPP)

The MDH permit application will be submitted to the review agency and the NPDES permit will be submitted to the Minnesota Pollution Control Agency by the contractor upon award of the contract. We have assumed that we will pay the MDH permit fee; however the NPDES permit fee will be paid by the contractor.

A hydraulic analysis will be performed to determine the necessary measurements required by the Minnehaha Watershed District including rate control, volume control, and water quality. The report will also include hydraulic calculations necessary for State Aid approval.

Based on aerial photography and National Wetland Inventory (NWI) maps there does not appear to be any wetlands in the corridor. We have assumed that there will not be any wetland delineation or permitting required for the project.

## **5.2 Bidding Phase Assistance**

We will assist the City of Richfield during the bidding phase by distributing the plans and project manual to contractors, respond to contractor questions, and prepare addenda.

**Task 5 Deliverables:** Final Plans; Technical Specifications; Project Manual; Cost estimates at 30%, 60%, 95%, and 100% completion stages; MDH, Minnehaha Creek Watershed, and NPDES permits; SWPPP.

## **TASK 6 – Federal Aid Review Process**

The Portland Avenue Improvements Project must follow the MnDOT Delegated Contracting Program (DCP) checklist in order to meet the requirements of the Federal Aid process. This task includes addressing MnDOT comments for plan and specification reviews and final submittals. It also includes organizing submittal checklists and requirements for Federal Aid submittals.

## Estimated Costs/Fee

KHA will provide the Scope of Services identified above on an hourly labor fee plus expense basis. The following is a summary of our estimated fees and expenses.

TASK 1 – PROJECT MANAGEMENT	\$27,500
TASK 2 – DATA COLLECTION	\$15,000
TASK 3 – STAKEHOLDER ENGAGEMENT	\$12,000
TASK 4 – RIGHT OF WAY PROCESS	\$41,000
TASK 5 – FINAL DESIGN	\$250,000
TASK 6 – FEDERAL AID REVIEW PROCESS	\$19,000
REIMBURSABLE EXPENSES	\$19,000
<b>TOTAL</b>	<b>\$383,500</b>

Labor fee will be billed according to our current standard hourly rate schedule. Reimbursable expenses (copy/printing charges, plotting, mileage, delivery charges, etc.) will be charged as an office expense at 6.0% of the labor fee.

## Schedule

Kimley-Horn will begin the final design work on May 27, 2014 after City Council authorization. The final design work is anticipated to be completed by January 2015. This schedule was prepared to include reasonable allowances for review and approval times required by the City, Hennepin County, and MnDOT. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by the City or County.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. Please feel free to contact us if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

William C. Klingbeil, P.E.  
Project Manager

Jon B. Horn, P.E.  
Senior Vice President

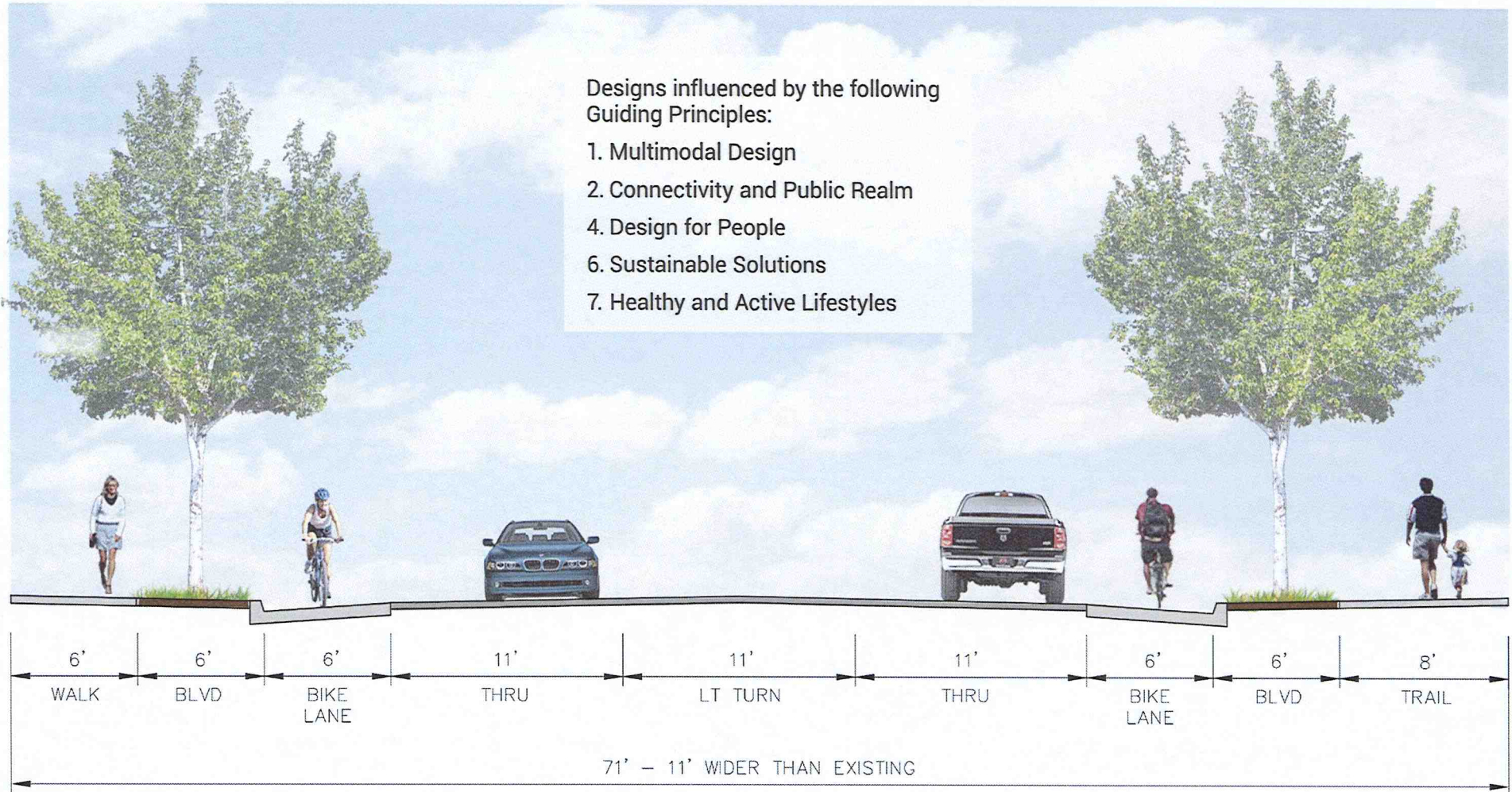
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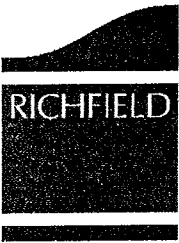
## CONCEPT 2—ON-STREET BICYCLE LANES WITH SIDEWALKS AND MULTIUSE TRAIL

Designs influenced by the following Guiding Principles:

1. Multimodal Design
2. Connectivity and Public Realm
4. Design for People
6. Sustainable Solutions
7. Healthy and Active Lifestyles



County Road Reconstruction Projects – Portland Avenue and 66<sup>th</sup> Street



AGENDA SECTION: OTHER BUS.  
AGENDA ITEM # 9  
REPORT # 107

# STAFF REPORT

## CITY COUNCIL MEETING

### JUNE 10, 2014

REPORT PREPARED BY:

ELIZABETH FINNEGAN,  
CIVIL ENGINEER

NAME, TITLE

DEPARTMENT DIRECTOR  
REVIEW:



*MJC*

SIGNATURE

OTHER DEPARTMENT  
REVIEW:



N/A

SIGNATURE

REVIEWED BY CITY  
MANAGER:



*Steven J. Smith*

#### ITEM FOR COUNCIL CONSIDERATION:

Consideration for the formation of an Advisory Workgroup as recommended by the Community Services Commission.

#### I. RECOMMENDED ACTION:

##### By Motion:

**Approve the formation of an Advisory Workgroup, as recommended by the Community Services Commission, to assist in the creation of Visual Quality Guidelines for use in the design of the County Road Reconstruction Projects.**

#### II. EXECUTIVE SUMMARY

Portland Avenue and 66<sup>th</sup> Street, both Hennepin County roads, are scheduled to be reconstructed between 2015-2017. As part of the reconstruction, there will be streetscape elements proposed to enhance the livability of the corridor and support active living within the community. To prepare for the design of these roadway corridors, staff has proposed the development of a set of guidelines for the management of the visual quality of the reconstruction streets.

At their May 20 meeting, the Community Services Commission recommended that the development of these guidelines be completed through extensive public

engagement including the formation and active participation of an Advisory Workgroup. The workgroup would provide insight into the visual preferences of the community, and through a series of four facilitated workshops, develop a set of recommended guidelines for establishing and maintaining the visual quality of the public domain along these two primary corridors of the city. As the primary Commission leading the process, the Community Services Commission would review the draft guidelines produced by the workgroup and recommend City Council adoption of the guidelines when complete.

The workshops, which would be facilitated by consultants from Avenue Design Partners, are proposed to be organized into four sets of exploration:

1. Project introduction, understanding context, establishing visual preferences and a conceptual vision for the corridors
2. Design of pavement, traffic control devices, structures, and utilities
3. Design of transit facilities, pedestrian elements, and lighting
4. Design of landforms, landscaping, and public art

Participation is expected to include live workshop meetings, use of the Richfield Connect website, and a public open house. Participants are expected to include representation from various Commissions, residents who have previously expressed interest, and other interested stakeholders.

### III. BASIS OF RECOMMENDATION

#### A. BACKGROUND

- In 2012, the City was awarded a federal grant for the reconstruction of Portland Avenue to be used in 2015.
- Jack Broz and Craig Churchward of Avenue Design Partners were hired in 2013 to assist in the planning and design of the Portland Ave and 66<sup>th</sup> Street reconstruction projects.
- As appointed by the Council to provide feedback on issues relating to recreation, parks, public works and any other active living and livability issues in the City, the Community Services Commission would oversee the creation of the guidelines and request any revisions before recommending approval to the City Council.
- The proposed Visual Quality Guidelines will provide maintenance considerations and aesthetic direction to the final design and layout of:
  - Paved Surfaces (streets, sidewalks, crosswalks, bike lanes, bus stops, medians, curbs, etc.)
  - Traffic Control Devices (signs, sign posts, signals, signal control boxes, striping, etc.)
  - Underground and (any remaining) Overhead Utilities
  - Transit and Pedestrian Elements (shelters, benches, kiosks, wayfinding, drinking fountains, trash receptacles, etc.)
  - Structures (walls, monuments, gateways, etc.)
  - Lighting (street, pedestrian, decorative)
  - Landscaping (grasses, flowers, plantings, shrubs, trees, etc.)
  - Public Art (sculptures, mosaics, textured concrete, etc.)

**B. POLICY**

- The reconstruction of County Roads is identified in the City's Comprehensive Plan (Transportation).

**C. CRITICAL TIMING ISSUES**

- In order to approve and include the guidelines in the street design process, the workgroup will need to start meeting in June.

**D. FINANCIAL**

- The total proposal by Avenue Design Partners for the streetscape guidelines process is \$30,000.
- This amount is covered in the existing project design budgets.

**E. LEGAL**

- The City Attorney will be available to answer questions.

**F. ENVIRONMENTAL CONSIDERATIONS**

- N/A

**IV. ALTERNATIVE RECOMMENDATION(S)**

- The Council may choose not to approve the workgroup process and direct staff on how to proceed.

**V. ATTACHMENTS**

- Avenue Design Partners Visual Quality Guidelines Proposal

**VI. PRINCIPAL PARTIES EXPECTED AT MEETING**

- None anticipated.



Appropriate Transportation Solutions

April 30, 2014

Jeff Pearson  
Transportation Engineer  
City of Richfield Maintenance Facility  
1901 East 66<sup>th</sup> Street  
Richfield, MN 55425

Re: Proposal for establishing Visual Quality Guidelines for Portland Avenue and 66<sup>th</sup> Street through Richfield

Dear Mr. Pearson:

Avenue Design Partners proposes to facilitate the development of a set of guidelines for the management of the visual quality of Portland Avenue and 66<sup>th</sup> Street through Richfield. The development of the guidelines will require extensive public engagement including the formation and active participation of an advisory committee. The committee will provide insight into the visual preferences of the community, and through a series of facilitated workshops, develop a set of recommended guidelines for establishing and maintaining the visual quality of the public domain along these two primary corridors of the city.

The guidelines will comprehensively define and visually coordinate the preferred forms, materials, textures, colors, and placement of the objects constructed or installed on public rights-of-way that contribute to the visual character of the corridor and the city. The guidelines will provide aesthetic direction to the final designers for the design and layout of *paved surfaces* including streets, sidewalks, crosswalks, bicycle lanes, bus stops, medians, curbs and curb cuts; *traffic control devices* such as signs, sign posts, signals, signal control boxes, and striping; *overhead utilities*, any remaining poles, masts, solar and microwave arrays, and wires after most have been buried; *underground utilities*, including pipes, vents, access plates, and location markers; *structures* including retaining walls and noise walls; *transit facilities and pedestrian amenities* such as bus shelters, benches, arbors, kiosks, interpretive information, monuments and gateways, drinking fountains, poles, banners and flags, and trash receptacles; *lighting* including supports and fixtures of street, pedestrian, and decorative lighting; *landforms*, including grading, drainage, and ponding; *landscaping*, including identification of a pallet of annual and perennial grasses, forbs, and flowers, and evergreen and deciduous shrubs and trees; and *public art*, including sculpture, mosaics, textured concrete, and other artistic treatments of surfaces and spaces.

The guide will be primarily illustrative, using existing examples or drawings, as appropriate. Guidance will be developed during a series of workshops that will engage the advisory committee, city staff, and other agency staff as appropriate. A draft of the guidance will be presented to local officials and the public for comment at a public open house. After responding to any comments from the public or public officials, a final set of recommendations by the advisory committee will be produced and submitted to city staff for endorsement and elected officials for approval.

The proposed work will include the following tasks:

**Task 1: Organize and Facilitate Advisory Committee Workshops**

Organize and facilitate a series of four workshops Workshop to develop a set of visual quality guidelines for Portland Avenue and 66<sup>th</sup> Street through the City of Richfield. Identify workshop locations and participants. Develop presentation materials including workshop manual and handouts for participants, displays, and PowerPoint materials, as necessary. Each workshop will be highly-participatory, resulting in



community-selected design decisions that will direct the consultants in the production of the Visual Quality Guidelines. Each meeting will be devoted to a particular set of design elements. It is anticipated that general topics of each meeting will logically build on previous meetings. The proposed primary topic of each meeting will include providing the participants with important background information related to the context, constraints and opportunities for the design of the elements under consideration and a set of exercises that will assist in establishing design guidance for the consulting designers. Based on the guidance established by the advisory committee, Avenue Design Partners will produce optional designs that fulfill the guidance. These optional designs will be posted on Richfield's Mindmixer Site for additional input by several community residents who have volunteered to participate in the development of the Guidelines. The concepts and public input will be presented to committee at subsequent workshops for review and comment prior to beginning the exploration of the next set of design elements.

The workshops will be organized into four sets of explorations: 1) project introduction, understanding context, establishing visual preferences and a conceptual vision for the corridors and the city; and 2) the design of pavement, traffic control devices, structures, and utilities; 3) the design of transit facilities, pedestrian amenities, and lighting; and 4) the design of landforms, landscaping, and public art.

*Fee for Task: \$16,000 (4,000 per workshop for four workshops)*

**Task 2: Prepare Draft Visual Quality Guidelines**

A Draft of the Visual Quality Guidelines will be assembled from the work performed workshops and distributed for comment by advisory committee. A rigorously structured review process with workshop participants will efficiently identify necessary modifications, yielding a document that will be submitted to the public for review at a subsequent Public Open House.

*Fee for Task: \$6,000*

**Task 3: Organize and Conduct Public Open House**

The location, date, time, and other logistics of the open house will be handled by the City of Richfield in coordination with the advisory committee and Avenue Design Partners.

**3.1 Preparation.** Develop program for conducting the open house in consultation with Richfield and the advisory committee. Preparation will include the development of all handouts, displays, and PowerPoint presentations, as necessary. Comment cards and perhaps other methods of recording comments will be developed. Directional and Meeting Identify signs will also be developed. Text for a press release announcing the public open house will be drafted for use by Richfield and the City. The consultant will prepare and brief others, such as members of the advisory committee, city staff, and others as appropriate, to prepare them for their involvement in the Open House. The contents of the open house will be made available in an electronic form for posting on city websites to secure additional public comment. A press packet will also be produced for local media outlets.

**3.2 Facilitate Open House.** Conduct the open house, recording public comments.



*Appropriate Transportation Solutions*

April 30, 2014

- 3.3 *Produce and Distribute Meeting Notes.* Assemble public and agency comments elicited at meeting or after the meeting, including any on-line comments received by Richfield on city websites; distribute comments to city staff and advisory committee for their review.

*Fee for Task: \$5,000*

**Task 4 Prepare and Submit Final Visual Quality Guidelines**

A set of final guidelines will be generated after responding to all public comments, including from the public meeting and any comments received on-line by the City.

- 4.1 *Open House Debrief Meeting.* Conduct a debriefing related to the comments with Richfield and the advisory committee to determine if any changes to recommended guidelines are warranted.
- 4.2 *Prepare and Distribute Final Visual Quality Guidelines.* Make changes as necessitated by public comments as directed by the advisory committee and the Richfield project manager; distribute and present Final Guidelines to Richfield's elected officials for approval.

*Fee for Task: \$3,000*

**Schedule and Budget**

The work would begin immediately with the first workshop to be scheduled in late June or early July (depending on participant availability) with the last workshop conducted in September. Draft Visual Quality Guidelines would be distributed in early October followed by the public meeting later in the month. The final guidelines would be submitted for Council approval in November 2014.

Total cost for the project, including all labor and expenses would be a lump sum of \$30,000, payable by completed task.

Sincerely,

Avenue Design Partners

A handwritten signature in black ink, appearing to read "Craig Churchward", followed by a period.

Craig Churchward, PLA/FASLA  
Transportation Landscape Architect and Partner



AGENDA SECTION: OTHER BUS.  
AGENDA ITEM # 10  
REPORT # 108

# STAFF REPORT

## CITY COUNCIL MEETING

### JUNE 10, 2014

REPORT PREPARED BY:

CHERYL KRUMHOLZ, EXECUTIVE  
COORDINATOR

NAME, TITLE

DEPARTMENT DIRECTOR REVIEW:



N/A

SIGNATURE

OTHER DEPARTMENT REVIEW:



N/A

SIGNATURE

REVIEWED BY CITY MANAGER:



*[Signature]*

### ITEM FOR COUNCIL CONSIDERATION:

Consideration of an appointment to the Planning Commission.

#### I. RECOMMENDED ACTION:

**By Motion: Approve the appointment to fill a vacant term on the Planning Commission.**

#### II. EXECUTIVE SUMMARY

There was a recent resignation from the Planning Commission resulting in one vacancy with the term to expire on January 31, 2015. A recruitment was conducted to receive applications. The deadline for submitting applications for the Planning Commission vacancy was May 30, 2014.

There continue to be vacancies on other commissions. Applications continue to be accepted for these openings.

A Special City Council Meeting was scheduled for June 10, 2014 to conduct interviews. Consideration of the approval of the appointment is on the June 10, 2014 Regular City Council Meeting agenda.

#### III. BASIS OF RECOMMENDATION



A. BACKGROUND

- N/A

B. POLICY

- The City advisory commissions were established by City ordinance or resolution. Interviews of the applicants are conducted at Special City Council meetings. The required meeting notice is posted in accordance with the open meeting law requirements.

C. CRITICAL TIMING ISSUES

- Applications for the Planning Commission vacancy were received and interviews were conducted on June 10, 2015.

D. FINANCIAL

- N/A

E. LEGAL

- The June 10, 2014 Special City Council Meeting was posted in accordance with the open meeting law requirements.

F. ENVIRONMENTAL CONSIDERATIONS

- N/A

IV. ALTERNATIVE RECOMMENDATION(S)

- The City Council could defer the appointment to a future City Council Meeting.

V. ATTACHMENTS

- Commission vacancy list.

VI. PRINCIPAL PARTIES EXPECTED AT MEETING

- None.

**COMMISSION VACANCY**Term Expires**PLANNING COMMISSION**

\_\_\_\_ January 31, 2015

**ADDITIONAL COMMISSION VACANCIES****ARTS COMMISSION**

\_\_\_\_ January 31, 2017

\_\_\_\_ January 31, 2017

\_\_\_\_ January 31, 2017

\_\_\_\_ January 31, 2016

\_\_\_\_ January 31, 2015

\_\_\_\_ January 31, 2015

**COMMUNITY SERVICES COMMISSION**

\_\_\_\_ January 31, 2016

**FRIENDSHIP CITY COMMISSION**

\_\_\_\_ January 31, 2017

\_\_\_\_ January 31, 2015

\_\_\_\_ January 31, 2015

\_\_\_\_ January 31, 2015

**HUMAN RIGHTS COMMISSION**

\_\_\_\_ January 31, 2017

\_\_\_\_ January 31, 2015